

THE HONORABLE BARBARA JACOBS ROTHSTEIN

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

TATIANA WESTBROOK, an individual;  
JAMES WESTBROOK, an individual; HALO  
BEAUTY PARTNERS, LLC, a Nevada Limited  
Liability Company,

Plaintiffs,

v.

KATIE JOY PAULSON, an individual;  
WITHOUT A CRYSTAL BALL, LLC, a  
Minnesota Limited Liability Company; and  
DOES 1 through 100, inclusive,

Defendants.

NO. 2:20-cv-01606-BJR

**DECLARATION OF JAMES  
WESTBROOK IN OPPOSITION TO  
MOTION TO DISMISS**

1 I, JAMES WESTBROOK, hereby state as follows:

2 1. I am over the age of eighteen and am competent to testify to the facts alleged  
3 herein. I am a named Plaintiff in this case. I have personal knowledge of the matters stated  
4 below, and if called upon to do so, I could and would competently testify as to those facts.

5 2. I am a resident of the State of Washington. I received my current driver's license  
6 from Washington on January 2, 2019. My personal bank accounts are all located in Washington.  
7 I own investment property in Washington. Several of my businesses and their banking accounts,  
8 including Tati, Inc., Tati Halo, Inc., and Tati Cosmetics, are all based in Washington. The  
9 Washington citizenship of these companies are publicly available, and easy to find, on the  
10 Washington Secretary of State's online database located at <https://ccfs.sos.wa.gov/#/> . I do not  
11 own or rent any property in California.

12 3. For a period of time my wife, Tatiana "Tati" Westbrook, and I lived in California,  
13 but we started to move to Washington in late October 2018, signed a lease agreement for our  
14 new home in November 2018, and officially took possession of our new home on December 1,  
15 2018. Attached hereto as Exhibit "1" is a true and correct copy of a redacted version of our  
16 current lease agreement to our home in Washington, including the extension on the lease through  
17 March 2021.

18 4. My wife and I also file our personal federal income taxes in Washington and can  
19 provide a copy of our tax returns for the Court's review in chambers upon request. We filed our  
20 personal federal income taxes in Washington in 2019, and also plan to do so in 2020. Due to the  
21 confidential financial information contained in the tax returns, we do not wish to make the  
22 returns public or otherwise waive and privacy rights or privileges we maintain therein.

23 5. I am the Chief Operating Officer of Halo Beauty Partners, LLC. I have also  
24 managed the business end of my wife's YouTube channel for the past ten years, which is called  
25  
26

1 “GlamLifeGuru” and has over 9 million YouTube subscribers. As such, I have personal  
2 knowledge regarding how YouTube monetizes channels.

3 6. There are several ways in which a business or individual with a YouTube channel  
4 can earn income. These methods include, but are not limited to, the following: 1) sponsorships;  
5 2) affiliate commissions; 3) merchandise; 4) Adsense revenue; 5) members (subscriptions); and  
6 6) Super Chats. Lucrative sponsorships and affiliate commissions are usually available to very  
7 large channels with high viewerships. For smaller channels, such as Defendants’ channels,  
8 “Without a Crystal Ball” and “Katie Joy Live,” income is generally derived from the latter four  
9 methods. I will describe each one in turn.

10 7. Merchandise is somewhat self-explanatory. I have reviewed the “Without a  
11 Crystal Ball” YouTube Channel and seen that merchandise is sold thereon. For instance, there  
12 are t-shirts with the “Without a Crystal Ball” name and logo available for sale. Below is a true  
13 and correct screenshot I personally obtained of Defendants’ online YouTube channel store  
14 advertising for sale a Without a Crystal Ball T-Shirt that says “It’s Just Facts!” found at  
15 <https://www.youtube.com/c/WithoutACrystalBall/store> .



8. AdSense revenue is another way for a YouTube channel to earn money from their online content. AdSense works by matching ads to the site based on provider's content and visitors. The ads are created and paid for by advertisers who want to promote their products. The Google Ad teams sell these ads, take a commission, and pay the YouTube channel owners their share of the revenue each month.

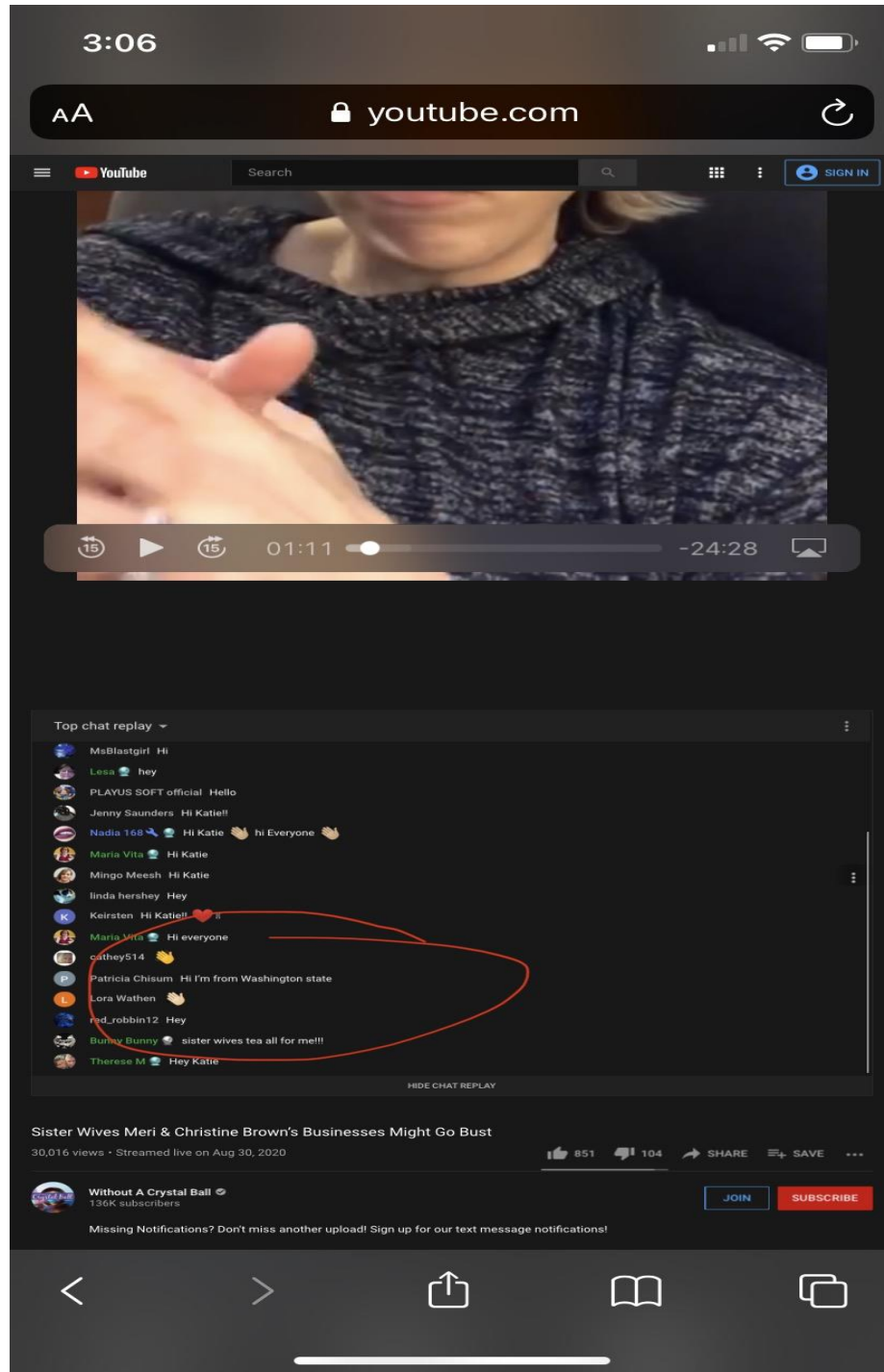
9. YouTube channels can also derive revenue encouraging their subscribers to "join" a private community and become paid monthly members (i.e. \$3, \$10, \$25 per month). YouTube channel owners can easily see in analytics where their subscribers and other viewers of content on a YouTube channel are located by country and even by state. Furthermore, a YouTube Channel owner can even drill down in their analytics to break down viewers by geographic location, gender and age, meaning that a YouTube channel owner can, if they so choose, easily see how many females between the ages of 18-45 that live in a state such as Washington have viewed any particular video on a particular YouTube channel. Likewise, one can see each individual country from which subscribers and views are derived. Different countries have different CPM<sup>1</sup> rates for AdSense, but the United States is one of the most lucrative countries. For instance, on or about August 30, 2020, on the Without a Crystal Ball channel, in a video entitled, "Sister Wives Meri & Christine Brown's Businesses Might Go Bust," a viewer from Washington said hello in a video chat, and the person I know to be Katie Joy Paulson, at approximately 1:20 into the video, said hello to "Patricia" from "Washington." I had downloaded a true and correct copy of said video without Live Chat or Comments from Defendants' YouTube channel and placed it into a Dropbox for the Court's convenience, and it can be viewed at: <https://www.dropbox.com/s/yylj4marqi8v49f/Sister%20Wives%20Meri%20%26%20Christine%20Brown%E2%80%99s%20Businesses%20Might%20Go%20Bust%2008>.

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<sup>1</sup> CPM is a marketing term used to describe the price of 1,000 advertisement impressions on one web page. If a website publisher charges \$3.00 per CPM, that means an advertiser must pay \$3.00 for every 1,000 impressions of its ad.



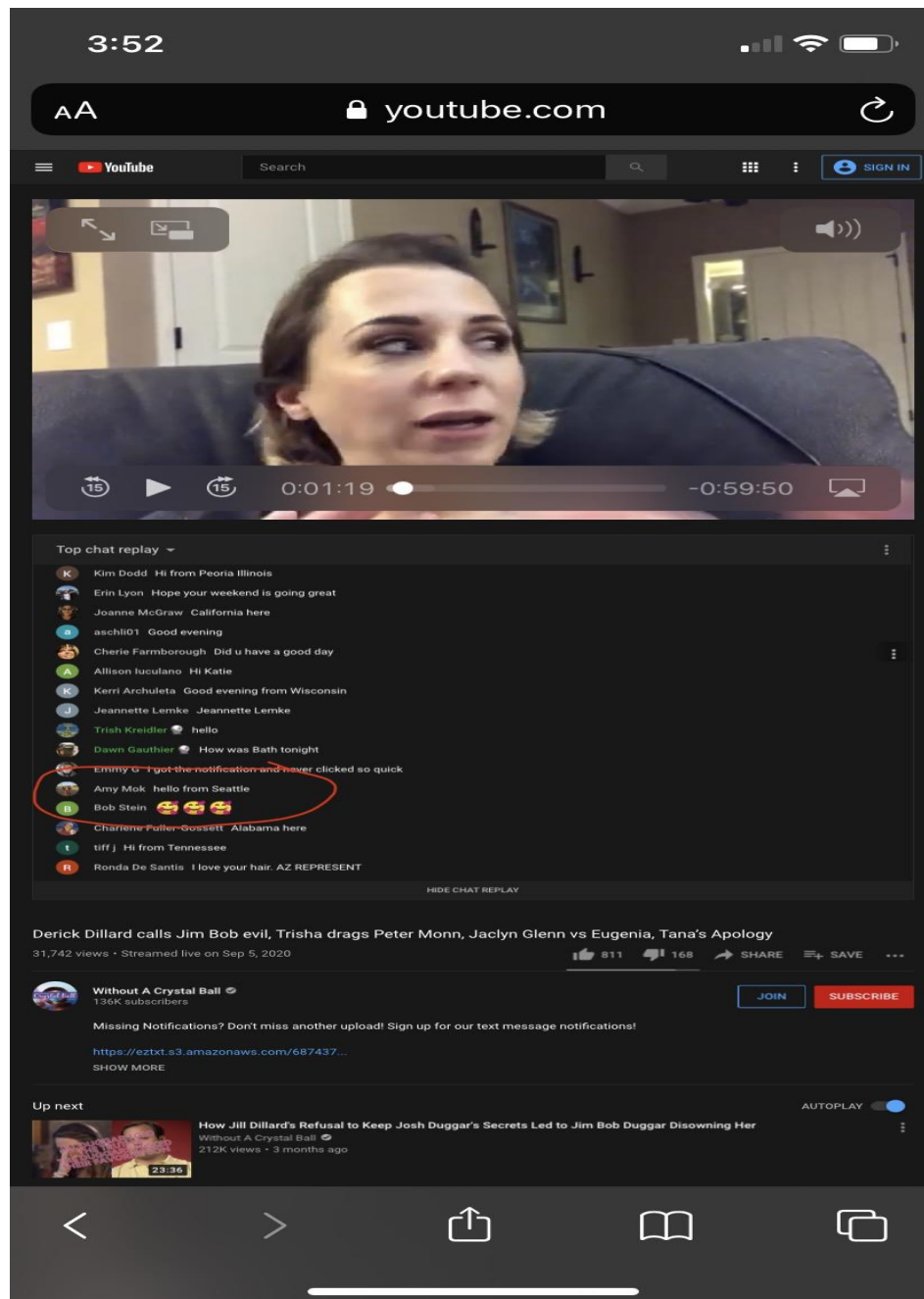
[30.2020.mp4?dl=0](#) . Thus, any statement by Defendants that they have no knowledge of viewers or revenue from the State of Washington is simply not true and misleading. Additionally, below is a screenshot I obtained from said video:



**DECLARATION OF JAMES  
WESTBROOK -5**  
(2:20-CV-01606-BJR)

**CARROLL, BIDDLE, & BILANKO, PLLC**  
1000 2<sup>nd</sup> Avenue, Suite 3100  
Seattle, WA 98104

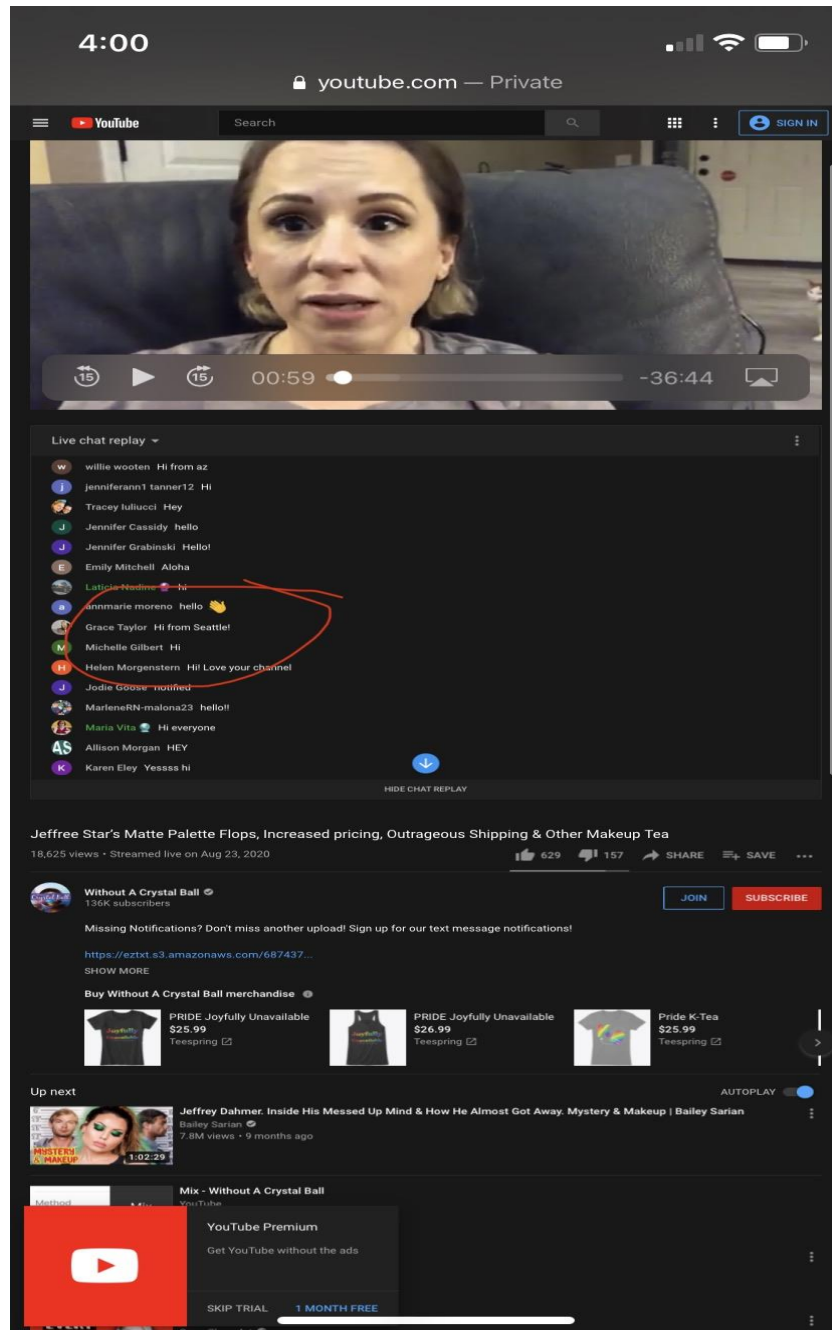
Below is an additional screenshot I obtained from the Live Chat of another video on Defendants' YouTube Channel dated September 5, 2020 named "Dereck Diller Calls Jim Bob evil, Trisha drags Peter Monn, Jaclyn Glenn vs Eugenia, Tana's Apology" showing viewers stating that they are viewing the video from Seattle, which is in the State of Washington:



**DECLARATION OF JAMES  
WESTBROOK -6**  
(2:20-CV-01606-BJR)

**CARROLL, BIDDLE, & BILANKO, PLLC**  
1000 2<sup>nd</sup> Avenue, Suite 3100  
Seattle, WA 98104

Below is an additional screenshot I obtained from the Live Chat of another video on Defendants' YouTube Channel dated August 23, 2020 named "Jeffree Star's Matte Palette Flops, Increased Pricing, Outrageous Shipping & Other Makeup Tea" showing viewers stating that they are viewing the video from Seattle, which is in the State of Washington:



**DECLARATION OF JAMES WESTBROOK -7**  
(2:20-CV-01606-BJR)

**CARROLL, BIDDLE, & BILANKO, PLLC**  
1000 2<sup>nd</sup> Avenue, Suite 3100  
Seattle, WA 98104

10. YouTube channels with live streams, such as “Without a Crystal Ball,” can also gain revenue through “Super Chats.” A Super Chat is an interaction with a viewer wherein the viewer pays a sum of money (i.e. \$2, \$5, \$10, \$25) during the live stream. This sum is often viewable to the public watching the livestream, as their comment is highlighted and parked as a top comment for a period of time, based off of the size of the donation.

11. Defendants have made a practice of stirring up salacious drama with the sole purpose of driving clicks and follows. The more dramatic, the more interesting, the more people subscribe. The more people that subscribe and the more salacious the content, the more people watch and the more revenue is earned. I have observed that Defendants “go live,” sometimes several times in a single day. Just recently, Defendants live streamed seven videos in a single day, some of which were over an hour. It is my opinion that the purpose of those live stream videos is in part to get people to become members of Defendants’ community, and in part make more money through her lucrative Super Chat donations so viewers can “get in on the action” of the gossip. I have personally seen a person I know to be Katie Joy Paulson state in a video uploaded to Defendants’ YouTube Channel on November 25, 2020 named: “Update on the Lawsuit / Responding to Criticism / How to Give Back,” which I had downloaded before Defendants either deleted and/or privated said video, that: “Not everything we say as content creators is true.” A true and correct copy of said video without Live Chat or Comments that I had downloaded from Defendants’ Without a Crystal Ball YouTube channel is in a Dropbox for the Court’s convenience and it can be viewed at :

<https://www.dropbox.com/s/44lhxm97kelbx7/Update%20on%20the%20Lawsuit%3AResponding%20to%20Criticism%3AHow%20to%20Give%20Back%2011.25.2020.mp4?dl=0> and the

statement I quoted can be found at around the timestamp mark of 29:32. I have also personally seen a person I know to be Katie Joy Paulson state in a video uploaded to Defendants’ YouTube channel on December 18, 2020 named: “Things Have Truly Gone Too Far,” which I had

downloaded before Defendants either deleted and/or privated said video, that “There is a lot of stuff that’s been put out by me that’s just flat out lies, and it’s for views.” A true and correct copy of said video without Live Chat or Comments that I had downloaded from Defendants’ Without a Crystal Ball YouTube channel is in a Dropbox for the Court’s convenience and it can be viewed at : <https://www.dropbox.com/s/o1hp3cmy0q3594m/Things%20Have%20Truly%20Gone%20Too%20Far%2012.18.2020.mp4?dl=0> and the timestamp of said statement in said video starts at approximately 26:00.

12. Once the livestream is finished, YouTube provides the option to either delete or keep the livestream on Defendants’ channel, where it earns AdSense revenue from the ads in perpetuity or until Defendants delete the video. Depending on the YouTube algorithm and the number of ads Defendants have in place, they can earn a CPM of anywhere from \$3-\$8 per 1,000 views. If Defendants save a livestream to their channels, in addition to the Superchat, Defendants earn revenue based on AdSense. It is like an annuity that keeps on paying. It is basically a production pipeline of drama to milk as much money as possible from the system.

13. Based on my experience running a YouTube channel, I believe that the reason Defendants “go live” so much is that is their biggest source of revenue. For instance, if Defendants have 2,000 people giving an average of \$5 per month in Super Chat, that is \$10,000 per month. And if they receive \$200 in Super Chats per video, that would amount to another \$15,000 per month.

14. A YouTube channel’s long-term profit motive is to become as big and popular as possible, because as it grows, all of the above-referenced items scale and the channel eventually becomes large enough for corporate sponsorships, which can be very lucrative per individual video. Channels grow by viewership. Big views trigger the YouTube algorithm to promote videos more, which trigger more growth, which give more views, which earn more revenue.

Channels get paid based on accumulated hours of “watch time” is the sauce that drives the engine of the YouTube algorithm. And drama sells.

15. Since May 2019, Defendants have published approximately 80+ videos maligning me, my wife, and our business, Halo Beauty Partners, LLC. Defendants have also maligned me, my wife, and our business in well over 100 internet postings on Twitter, in articles on a website called Patheos.com and on various other social media platforms.<sup>2</sup> As described below, some of these videos have been removed from Defendants’ social media platforms by deletion. Others have been set to “private,” which means that they can be reset to public at any time of Defendants’ choosing in the future. When a video is set to private, nobody can see it except for the owner and the admins of the channel. Sometimes Defendants re-upload videos that have been removed or made private, so the videos listed below are a list of Defendants’ videos maligning me, my wife, and/or my businesses of which I am aware as of the date of this declaration. The contents of numerous videos, as well as of the names some of the videos, have been altered since they have been originally uploaded to the internet. Nevertheless, below is said list of videos from Defendants’ various social media platforms:

- a. “The Truth About the Vitamins Surrounding Tati & James Charles,” uploaded on or about May 11, 2019;
- b. “Tati’s Story is Falling Apart,” uploaded on or about May 13, 2019;
- c. “Seattle Waiter Speaks Out About James Charles” uploaded on or about May 13, 2019;
- d. “Live Sub Count James Charles,” uploaded on or about May 14, 2019;
- e. “James Charles No Longer Canceled,” uploaded on or about May 16, 2019;

<sup>2</sup> Some of these postings have been deleted, so I am unable to testify as to the exact number with precision.



- 1 f. “Jeffree Star Rolls the Bus Over James Charles,” uploaded on or about  
2 May 18, 2019;<sup>3</sup>
- 3 g. “Jeffree Star Apologizes,” uploaded on or about May 19, 2019;
- 4 h. “James Charles Moves On,” uploaded on or about May 19, 2019;
- 5 i. “Tati Westbrook Roasted on Twitter,” uploaded on or about May 20,  
6 2019;<sup>4</sup>
- 7 j. “Ask Katie Joy Anything,” uploaded on or about May 23, 2019;
- 8 k. “James Charles Cancels ‘Sister’ Tour,” uploaded on or about May 24,  
9 2019;
- 10 l. “The Truth about Tati Westbrook,” uploaded on or about May 25, 2019;<sup>5</sup>
- 11 m. “Sephora Arrived at My house! And I’ll answer questions too,” uploaded  
12 on or about May 31, 2019;
- 13 n. “Tati’s Business Reveals Why She Called out James Charles,” uploaded  
14 on or about June 1, 2019;
- 15 o. “The Past James & Tati Westbrook Don’t want you to Know,” uploaded  
16 on or about June 2, 2019;
- 17 p. “My Response to the Tea Channels,” uploaded on or about June 3, 2019;
- 18 q. “Tati’s Vitamin Trouble, DC Group Chats & Other Beauty News,”  
19 uploaded on or about June 5, 2019;
- 20
- 21

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22 <sup>3</sup> At approximately 17 minutes into the video, Ms. Paulson stated that my wife is just a “failed  
23 actress” from Washington. A true and correct copy of said video without Live Chat or Comments  
24 that I had downloaded from Defendants’ Without a Crystal Ball YouTube channel is in a  
Dropbox for the Court’s convenience and it can be viewed at :  
<https://www.dropbox.com/s/81qqxyot9c68g0x/Jeffree%20Star%20apologizes.mp4?dl=0>

25 <sup>4</sup> This video appears to have been “privated.”

26 <sup>5</sup> This video appears to have been “privated.”

- 1 r. "Halo Beauty Struggling to Fill Orders," uploaded on or about June 6,  
2 2019;
- 3 s. "Tati Releases New Vitamins with Concerning Ingredients," uploaded on  
4 or about June 14, 2019;
- 5 t. "Can We Talk About Tati Lying for 18 minutes," uploaded on or about  
6 June 15, 2019;
- 7 u. "Beauty Influencer Sends My Boss A Letter," uploaded on or about June  
8 16, 2019;<sup>6</sup>
- 9 v. "Seattle Waiter Changes His Mind," uploaded on or about June 17, 2019;
- 10 w. "Proof Tati's Vitamin Sales Not from Shane Dawson," uploaded on or  
11 about June 18, 2019;
- 12 x. "James Charles is Back, Copyright, & Lost Diamonds" uploaded on or  
13 about June 19, 2019;
- 14 y. "Are Tea Channels on Jeffree's payroll," uploaded on or about June 20,  
15 2019;
- 16 z. "Marlena Stell Discusses Influencers," uploaded on or about June 25,  
17 2019;
- 18 aa. "How My Dreams Became a Reality," uploaded on or about July 6, 2019;
- 19 bb. "I Need Your Help With My Hair," uploaded on or about July 12, 2019;
- 20 cc. "Should We Care about Beauty Gurus After Dramageddon 2019?"  
21 uploaded on or about July 14, 2019;
- 22 dd. "Reacting to Your Assumptions About Me!" uploaded on or about  
23 September 3, 2019;
- 24

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<sup>6</sup> This video appears to have been "privated."  
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- 1 ee. "Tati's Makeup, Cory Wharton Stepping Out on Taylor & Austin  
2 McBroom Lawyers Up," uploaded on or about October 16, 2019;
- 3 ff. "James Charles Shares What Happens When Rumors Go Viral," uploaded  
4 on or about November 29, 2019;
- 5 gg. "Tati Westbrook's Channel is Tanking & She's Blaming YouTube,"  
6 uploaded on or about March 2, 2020;
- 7 hh. "Trisha Paytas The Most 'Unproblematic' Person Ever Claps Back at Tati  
8 Westbrook over Shane Dawson" uploaded on or about June 1, 2020;
- 9 ii. "Jeffree Star Caught Lying about Owning Morphe & Merch Company  
10 After Tati Westbrook Called Him Out" uploaded on or about June 1,  
11 2020;
- 12 jj. "Jeffree Star & Shane Dawson's Friends are Fed Up & Spilling Details  
13 Behind James Charles' Takedown," uploaded on or about June 12, 2020;
- 14 kk. "Jeffree Star Trying to Scrub Criticism About Him off YouTube & Voice  
15 Memos Show His True Personality," uploaded on or about June 19, 2020;
- 16 ll. "Shane Dawson's Not So Beautiful Scam of the Beauty Community - Will  
17 Tati Westbrook Expose Them All?" uploaded on or about June 21, 2020;
- 18 mm. "Jeffree Star Allegedly Used Tati Westbrook as a Pawn - Will She Reveal  
19 the Truth? uploaded on or about June 23, 2020;
- 20 nn. "Blaire White Reveals the Dirt Jeffree Star is Extorting James Charles into  
21 Silence," uploaded on or about June 28, 2020;
- 22 oo. "YouTube's Biggest creators are in trouble," uploaded on or about June  
23 28, 2020;
- 24 pp. "Tati Westbrook Unloads Karma on Jeffree Star & Shane Dawson –  
25 Shane Dawson's Career is Over," uploaded on or about June 30, 2020;  
26

- 1 qq. “Shane Dawson Reaction to Tati Westbrook Proves He Knows His Time  
2 on YouTube is Up,” uploaded on or about June 30, 2020;
- 3 rr. “My Experience With Tati Westbrook,” uploaded on or about July 1,  
4 2020;
- 5 ss. “Tati Westbrook's Belief that Jeffree Star Owns Morphe Falls Flat After  
6 Company Denies All Claims,” uploaded on or about July 1, 2020;
- 7 tt. “Why I Can't Stay Silent About Tati Westbrook Anymore With Receipts,”  
8 uploaded on or about July 2, 2020;
- 9 uu. “All the YouTubers That Need to Stop Lying – I’ll Probably Delete this  
10 later,” uploaded on or about July 3, 2020;<sup>7</sup>
- 11 vv. “Jeffree Star's Indifference to Tati Westbrook Could Be Due to Potential  
12 Lawsuit & Business Troubles” uploaded on or about July 8, 2020;
- 13 ww. “Tati's Social Blade, Chrissy Tiegen, Philip DeFranco & Other Random  
14 Tea,” uploaded on or about July 16, 2020;
- 15 xx. “Jeffree Star's Apology to James Charles is Just Another Infomercial to  
16 Sell his Makeup,” uploaded on or about July 19, 2020;
- 17 yy. “TikTokers Lose Power for Parties/Tati Westbrook Ghosts Halo/Dani  
18 Cohn’s Age Slip/Kail’s baby drama,” uploaded on or about August 20,  
19 2020;
- 20 zz. “6 Huge YouTubers Recently Dipped Out & May Never Come Back,”  
21 uploaded on or about August 27, 2020;
- 22 aaa. “The Tea is so piping! Here are some blind items,” uploaded on or about  
23 August 29, 2020;

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24  
25 <sup>7</sup> It appears that this video is no longer available on the internet.  
26

- bbb. “Tati Westbrook Lists Her Los Angeles Compound She Just Bought - Is She Leaving YouTube for Good?” uploaded on or about September 22, 2020;
- ccc. “James Charles Instructed Me to Remove All Videos about Tati Westbrook So they Could End Jeffree Star,” uploaded on or about October 14, 2020;
- ddd. “Clearing a Few Things Up About the Tati-James Charles Situation - Why I spoke out,” uploaded on or about October 14, 2020;
- eee. “Why I spoke Out Now about the James Charles/Tati Westbrook Situation,” uploaded on or about October 14, 2020;
- fff. “Friday Night\_ Jill Duggar Can't Stop Talking, Jessa Duggar Responds, All These Duggar Businesses,” uploaded on or about October 23, 2020;
- ggg. “I Was Right About Everything – A Huge Story Coming on Tati Westbrook,” uploaded on or about October 28, 2020;<sup>8</sup>
- hhh. “Tati Westbrook Sued for Defrauding Millions from Biz Partner & Motivation for ‘Bye Sister’ Exposed,” uploaded on or about October 28, 2020;
- iii. “Tati Westbrook's Legal Issues - Going Over the Full Complaint,” uploaded on or about October 28, 2020<sup>9</sup>;

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<sup>8</sup> This video appears to have been deleted. However, I have reviewed this video, which was uploaded to YouTube two days before the filing of this lawsuit. At approximately 28 minutes into the video, Ms. Paulson stated that my wife and I were never going to sue her, and if we were going to do sue her, we would have done so already. A true and correct copy of said video without Live Chat or Comments that I had downloaded from Defendants’ Without a Crystal Ball YouTube channel is in a Dropbox for the Court’s convenience and it can be viewed at : <https://www.dropbox.com/s/yxa6wj460gkgeuw/I%20was%20right%20about%20everything%20-%20A%20Huge%20Story%20Coming%20on%20Tati%20Westbrook.mp4?dl=0>

- 1           jjj.       “Tati Westbrook's Old Videos Were Setting Us Up for Bye Sister & What  
2                       She Said about Jeffree Star,” uploaded on or about October 29, 2020;
- 3           kkk.       “Why Tati Westbrook is the Mastermind behind James Charles Takedown  
4                       & Why she Blamed Jeffree & Shane,” uploaded on or about October 29,  
5                       2020;
- 6           lll.       “Spilling the tea - Gabriel Zamora Slides into my DMs about Tati - the  
7                       Truth about Tati's June Video,” uploaded on or about October 30, 2020;<sup>10</sup>
- 8           mmm.       “Happy Halloween members! (Members Only YT Live)<sup>11</sup>,” uploaded on  
9                       or about October 31, 2020;
- 10          nnn.       “It's True about The Westbrooks & I will Be Ok,” uploaded on or about  
11                      October 31, 2020;<sup>12</sup>
- 12          ooo.       “This Channel will Keep Going,” uploaded on or about October 31,  
13                      2020;<sup>13</sup>
- 14          ppp.       “Sunday Night! Checking in,” uploaded on or about November 1, 2020;<sup>14</sup>
- 15          qqq.       “I’m So Nervous - About that Clip of Me Going Around,” uploaded on or  
16                      about November 3, 2020;<sup>15</sup>

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<sup>9</sup> This video appears to have been deleted. This video was also uploaded to YouTube two days before the filing of this lawsuit. At approximately 65 minutes into the video, Ms. Paulson stated that my wife and I were never going to sue her, as we already sent her four cease and desist letters, and she was reporting on public documents. She further indicated in that video that my wife and I “love to intimidate with nothing to back it.” A true and correct copy of said video without Live Chat or Comments that I had downloaded from Defendants’ Without a Crystal Ball YouTube channel is in a Dropbox for the Court’s convenience and it can be viewed at : <https://www.dropbox.com/s/84qbuwpzt0xxvag/Tati%20Westbrook%27s%20Legal%20Issues-%20Going%20Over%20the%20Full%20Complaint.mp4?dl=0>

<sup>10</sup> This video appears to have been deleted.

<sup>11</sup> This is a “members’ only” private video.

<sup>12</sup> This video appears to have been “privated.”

<sup>13</sup> This video appears to have been “privated.”

<sup>14</sup> This video appears to have been “privated.”

<sup>15</sup> This video appears to have been “privated.”

rrr. “Deleting this later - Can’t Wait to Destroy More Evidence,” uploaded on or about November 7, 2020;<sup>16</sup>

sss. “Saturday Afternoon - An Important Update,” uploaded on or about November 7, 2020;<sup>17</sup>

ttt. “Saturday night!!” uploaded on or about November 7, 2020;<sup>18</sup>

uuu. “Sunday night!” uploaded on or about November 8, 2020;<sup>19</sup>

vvv. “My story, My statement, & My mistakes,” uploaded on or about November 9, 2020;

www. “I’m Sorry, Taking Accountability,” uploaded on or about November 12, 2020;<sup>20</sup>

xxx. “Update on the Lawsuit / Responding to Criticism / How to Give Back,” uploaded on or about November 25, 2020;<sup>21</sup>

yyy. “No One Can Get Cancelled,” uploaded on or about November 25, 2020;

zzz. “Am I Ok?” uploaded on or about November 29, 2020;<sup>22</sup>

aaaa. “Will I Lose Everything?” uploaded on or about December 2, 2020;<sup>23</sup>

bbbb. “Big Changes to the Channel,” uploaded on or about December 7, 2020; and,

cccc. “I Forgot to Share Something With You,” uploaded on or about December 7, 2020.<sup>24</sup>

<sup>16</sup> This video appears to have been “privated.”

<sup>17</sup> This video appears to have been “privated.”

<sup>18</sup> This video appears to have been “privated.”

<sup>19</sup> This video appears to have been “privated.”

<sup>20</sup> This video appears to have been deleted.

<sup>21</sup> This video appears to have been “privated.”

<sup>22</sup> This video appears to have been “privated.”

<sup>23</sup> This video appears to have been “privated.”

<sup>24</sup> This video appears to have been “privated.”

16. In a video entitled, “Sephora Arrived at My House! And I’ll Answer Questions Too!” uploaded to YouTube on or about May 31, 2019, a person I know to be Katie Joy Paulson states, starting at approximately 6 minutes into the video that Defendants started “digging” into my wife’s family’s “background... and looking all over the place... everywhere, everywhere.” Defendants go on to state, starting at approximately 9 minutes, into the video that they used “several different searches” because a site called “truthfinder” is a “very basic background check... [and] doesn’t have everything.” Defendants indicate in this video that you can go “state to state” to “pull to pull stuff up as well,” which is what they say they did to get personal information regarding me, my wife, and our families. A true and correct copy of said video without Live Chat or Comments that I had downloaded from Defendants’ Without a Crystal Ball YouTube channel is in a Dropbox for the Court’s convenience and it can be viewed at :

<https://www.dropbox.com/s/3ibfujo8j2b7ea5/Sephora%20Arrived%20at%20My%20house%21%20And%20I%27I%20answer%20questions%20too%20%28incl.%20Tati%29.mp4?dl=0>

17. In a video entitled, “Tati Westbrook’s Legal Issues – Going Over the Full Complaint” uploaded to YouTube on or about October 28, 2020,<sup>25</sup> at around six minutes into the video, a person that I know to be Katie Joy Paulson states that my wife and I moved to Washington for tax purposes. She then goes on, at around 10 minutes into the video to discuss the complaint that was filed by my business partner, Clark Swanson, in Los Angeles Superior Court, on or about October 20, 2020, in which it is falsely stated that my wife and I are residents of the State of California. The Swanson Complaint, which is entitled *Swanson, et al., v. Halo Beauty, Inc., et. al.*, Los Angeles Superior Court Case No. 20SMCV0173, contains numerous false statements, despite being a verified complaint made under penalty of perjury. I had downloaded a true and correct copy of this video from Defendants’ Without A Crystal Ball

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<sup>25</sup> This video is currently not available on YouTube, and appears to have been deleted.

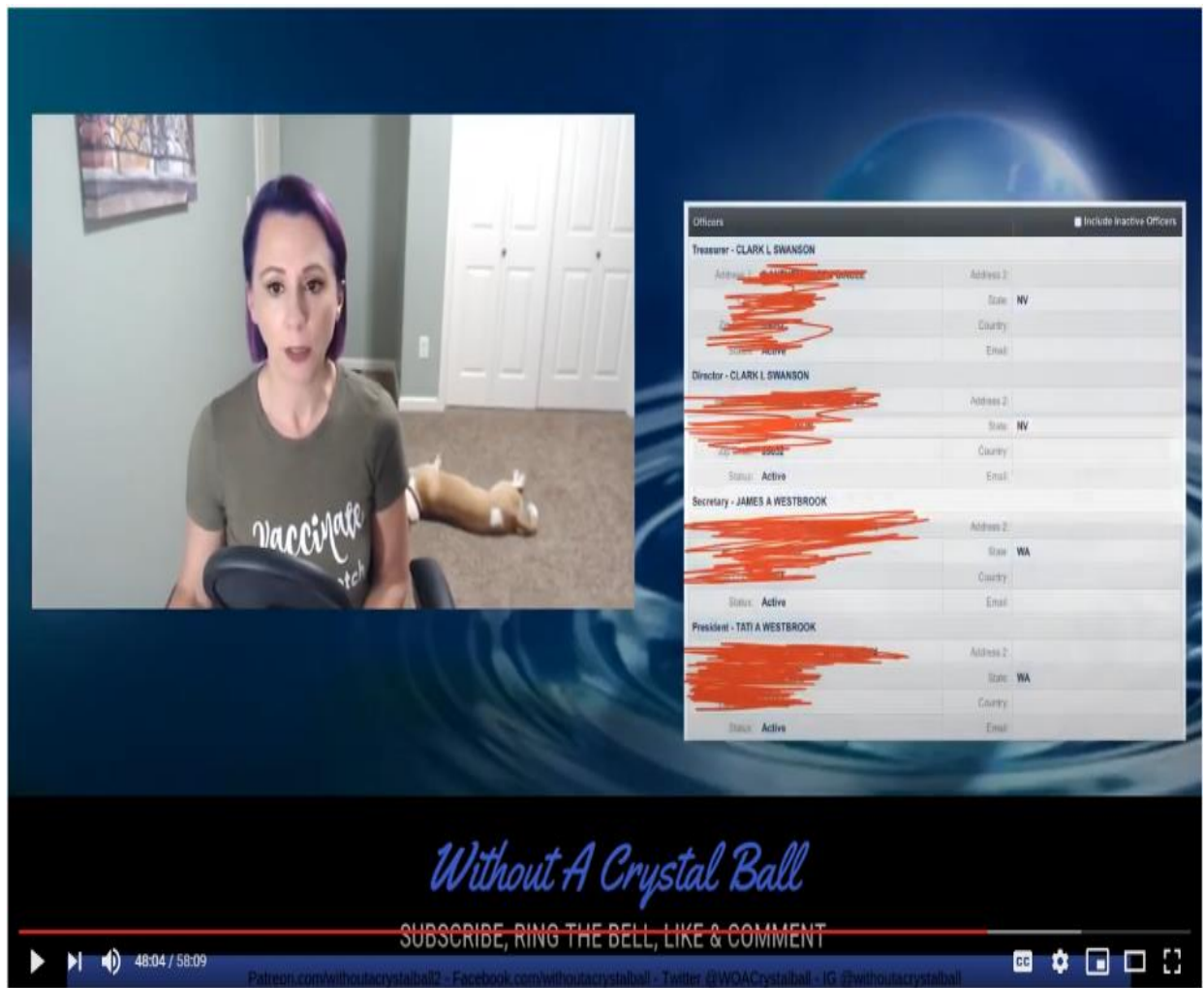
1 YouTube channel, and have placed it in a Dropbox folder for this Court's convenience, and said  
2 video may be viewed at:

3 [https://www.dropbox.com/s/h9dsk6l4gym0qdv/Tati%20Westbrook%27s%20Legal%20Issues-  
4 %20Going%20Over%20the%20Full%20Complaint.mp4?dl=0](https://www.dropbox.com/s/h9dsk6l4gym0qdv/Tati%20Westbrook%27s%20Legal%20Issues-%20Going%20Over%20the%20Full%20Complaint.mp4?dl=0)

5 18. One of the false statements contained in the Swanson complaint is that my wife  
6 and I are California residents. Clark Swanson knew that my wife and I lived in Washington well  
7 before the *Swanson* complaint was filed in October 2020. As an officer of Halo Beauty Partners,  
8 LLC, Mr. Swanson filed corporate documents listing the Washington residence address of me  
9 and my wife on the documents. In a video currently entitled, "The Past James & Tati Westbrook  
10 Don't want you to Know" uploaded to YouTube on or about June 2, 2019, a person I know to be  
11 Katie Joy Paulson showed said public corporate document filed by Swanson confirming that my  
12 residence at the time was in the State of Washington. A true and correct copy of said video  
13 without Live Chat or Comments that I had downloaded from Defendants' Without a Crystal Ball  
14 YouTube channel is in a Dropbox for the Court's convenience and it can be viewed at:  
15 [https://www.dropbox.com/s/l4aqw30f1z4xyz4/The%20Past%20James%20%26%20Tati%20Wes  
16 tbrook%20Don%27t%20want%20you%20to%20Know.mp4?dl=0](https://www.dropbox.com/s/l4aqw30f1z4xyz4/The%20Past%20James%20%26%20Tati%20Westbrook%20Don%27t%20want%20you%20to%20Know.mp4?dl=0) .

17 Below is a screenshot from approximately 48 minutes into the June 2, 2019 video wherein the  
18 person I know to be Katie Joy Paulson displayed a physically redacted screenshot of said  
19 corporate document filed by Swanson with the Nevada Secretary of State bearing the residence  
20 address of my myself and my wife in the State of Washington:





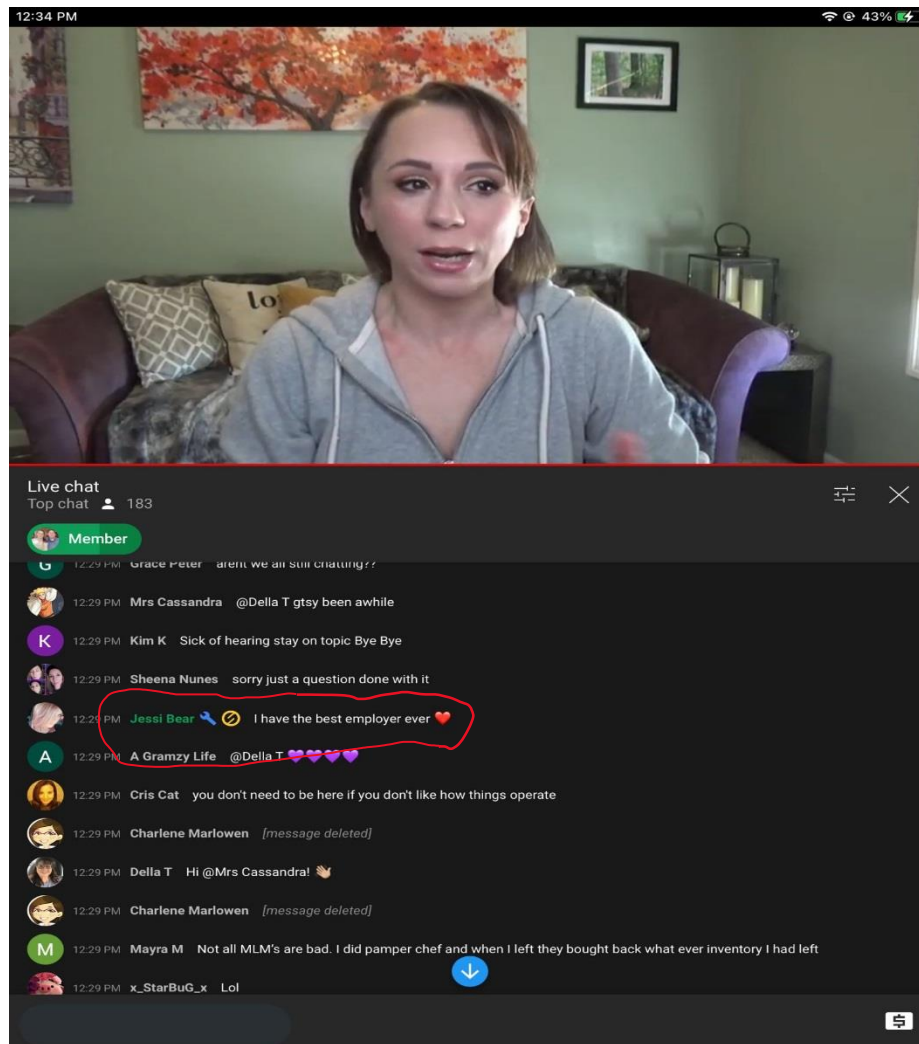
19. At approximately 55 minutes into “The Past James & Tati Westbrook Don’t want you to Know” video, a person that I know to be Katie Joy Paulson also states that “[they] don’t want to put [my and Tati’s] addresses out; [they] don’t want to show you like where [we] live...” At approximately 56 minutes into the video, Defendants thank their viewers “for sticking with [them] in [their] two-part exposé and if [they] uncover more information... they will deliver it [to the viewers].” In addition, I have personally reviewed a video entitled, “Tati Westbrook Lists Her Los Angeles Compound She Just Bought - Is She Leaving YouTube for Good?” uploaded to



1 YouTube on or about September 22, 2020, wherein a person I know to be Katie Joy Paulson  
 2 states at the beginning of the video that my wife and I moved back to Seattle “actually a while  
 3 ago” before the September 2020 video. Defendants also state in the video, at around four minutes  
 4 in, that my wife and I just purchased the Los Angeles home, and now we are “leaving.” In  
 5 actuality, the purchase was an investment opportunity from an option to buy from 2016. During  
 6 the time that my wife and I owned the Los Angeles house referenced in this September 2020  
 7 video, we no longer lived in Los Angeles, nor did we even spend a single night in said house. So,  
 8 we are unclear what Defendants mean when they indicate that we are “leaving.” A true and  
 9 correct copy of said video without Live Chat or Comments that I had downloaded from  
 10 Defendants’ Without a Crystal Ball YouTube channel is in a Dropbox for the Court’s  
 11 convenience and it can be viewed at:

12 [https://www.dropbox.com/s/q9zunceznfd9k5k/Tati%20Westbrook%20Lists%20Her%20Los%20](https://www.dropbox.com/s/q9zunceznfd9k5k/Tati%20Westbrook%20Lists%20Her%20Los%20Angeles%20Compound%20She%20Just%20Bought%20-%20Is%20She%20Leaving%20YouTube%20for%20Good%3F.mp4?dl=0)  
 13 [Angeles%20Compound%20She%20Just%20Bought%20-](https://www.dropbox.com/s/q9zunceznfd9k5k/Tati%20Westbrook%20Lists%20Her%20Los%20Angeles%20Compound%20She%20Just%20Bought%20-%20Is%20She%20Leaving%20YouTube%20for%20Good%3F.mp4?dl=0)  
 14 [%20Is%20She%20Leaving%20YouTube%20for%20Good%3F.mp4?dl=0](https://www.dropbox.com/s/q9zunceznfd9k5k/Tati%20Westbrook%20Lists%20Her%20Los%20Angeles%20Compound%20She%20Just%20Bought%20-%20Is%20She%20Leaving%20YouTube%20for%20Good%3F.mp4?dl=0)

15 20. I have reviewed Ms. Paulson’s declaration submitted in conjunction with  
 16 Defendants’ Motion to Dismiss. Upon review, based on my general knowledge regarding the  
 17 business of social media, and my specific review of Ms. Paulson’s videos, Ms. Paulson’s  
 18 declaration appears to contain several untrue statements. One of the statements that I believe to  
 19 be untrue is that Defendants have no employees. I personally recall viewing a video wherein Ms.  
 20 Paulson stated that her husband was an employee of Defendants, and another video wherein her  
 21 moderator “Jessie Bear” stated that she had the “best employer ever.” A screenshot I had  
 22 obtained from the video containing the statement from Jessie Bear from Defendants’ YouTube  
 23 Channel is below:



21. I have personally witnessed Defendants asking their twitter followers, subscribers, and viewers – some of whom they knew are located in Washington – to donate money for the cost of the research and obtaining the records to “expose” me and my wife. Below is a screenshot I obtained from Twitter of a tweet from an account I know to have belonged to Defendants, until Defendants irreversibly deleted said account from Twitter shortly after being notified of this lawsuit, wherein a request was made for donations to Defendants to pay for claimed expenses incurred in Defendants’ research of me and my wife and our families.



**Katie Joy**  
@katiejoyyt

...

If any of you appreciate my  
investigative work on Tati and JW -  
Please consider a tip to my Ko-Fi  
account. I spent hundreds  
researching and paying for court  
records



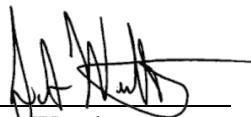
3:45 PM · Jun 4, 2019 · Twitter Web Client

22. I have personally witnessed Defendants allowing a tweet to be posted on a Twitter account that I know to belong to Defendants stating that Defendants were intentionally biased in their coverage of stories regarding me and my wife because of their intense dislike for us and belief that we do not belong in any community. Below is a screenshot I obtained from Twitter of a tweet from an account I know to belong to Defendants wherein Defendants caused said statements to be visible on their Twitter page and visible to the general public.



I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

SIGNED on December 23, 2020.

  
James Westbrook

**DECLARATION OF JAMES  
WESTBROOK -24**  
(2:20-CV-01606-BJR)

**CARROLL, BIDDLE, & BILANKO, PLLC**  
1000 2<sup>nd</sup> Avenue, Suite 3100  
Seattle, WA 98104

**EXHIBIT “1”**

## RESIDENTIAL LEASE AGREEMENT

☒ New Lease☐ Renewal

**1. PARTIES.** The parties to the Residential Agreement are:

a.

Landlord	
Owner: [REDACTED]	
Address: [REDACTED]	
Telephone: [REDACTED]	Email: [REDACTED]
Agent	
Name: [REDACTED]	
Address: [REDACTED]	
Email: [REDACTED]	
Tenant(s)	
Name: <u>James A. Westbrook</u>	
Address: [REDACTED]	
Telephone: [REDACTED]	Email: [REDACTED]
Name: <u>Tanya A. Westbrook</u>	
Address: [REDACTED]	
Telephone: [REDACTED]	Email: [REDACTED]
Additional Occupant(s)	
Name(s): <u>None</u>	

b. Pet(s):

Pet #1			
Sex:	Type:	Color:	Breed:
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Name:	Age:	Weight:	
[REDACTED]	[REDACTED]	[REDACTED]	

**c. Liability of Tenants.** All persons who sign this Lease Agreement as Tenants shall be jointly and severally liable under the terms of this Lease Agreement. The term "Tenant" as used in this Lease Agreement, shall refer to all Tenants identified in the previous subsection.

**d. Substitution of Tenants.** This tenancy is restricted to the above named Tenants and the above named Other Occupants. Any guest who occupies the premises for more than 14 consecutive days or nights or more than 20 days or nights, consecutive or not, in any 12 month period, shall be considered an unauthorized occupant until such time as they apply, are screened and approved, and sign a Lease. Receipt of mail at the Premises by any person not listed on this agreement shall be deemed proof of occupancy by that person. Prior written consent of Landlord is required to substitute or increase Tenants or occupants. Additional or substitute Tenants will be required to pass credit and criminal checks and shall become additional signatories to this Lease Agreement. Short term rental to any other party not named in this lease, such as Airbnb guests, is strictly prohibited.

**e. Agent acting for Landlord.** Whenever this Agreement calls for consent by or notice to or from Landlord, Agent may give such consent or may give or receive such notice to the extent the same is authorized by agreement between Landlord and Agent. Provided, nothing in this Agreement shall be construed as to give Agent any greater liability or responsibility than is provided by the agreement between the Landlord and Agent.

**2. PROPERTY.** Landlord rents or leases the following Premises to Tenant:



Revised 08/23/2016

Bellevue, WA [REDACTED]

1 of 18

Initials: Agent [REDACTED]

Tenant

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Premises		
Address: [REDACTED]		
City: Bellevue	State: WA	Zip: [REDACTED]
Legal Description: [REDACTED]		

The Premises may be a portion of an apartment complex or other larger parcel of land and, if so, the larger parcel is referred to herein as the Property. A description of the condition of the Premises will be attached as **Addendum B** and is incorporated herein by reference. The parties have signed the description of the Premises at the time that the Tenant takes possession.

**3. TERM.** The term of this Agreement shall be (check one):

- a. ☐ a month-to-month tenancy beginning \_\_\_\_\_; OR
- b. ☒ a Lease for a term of **18 months**, beginning **December 1, 2018** and ending **May 31, 2020**. If Lease is for a term greater than one year, the lease must have Landlord or Agent acting on behalf of Landlords signature notarized and a legal description (per county tax records) of the Property attached. Unless a lease renewal has been approved and signed, upon expiration of the above-stated initial term of Lease, all Tenant's rights to occupy the premises shall cease without right to extend the term hereof by operation of law without further notice required by either party. Unless otherwise agreed to in writing by all parties, this Agreement shall not revert to a month-to-month tenancy following expiration of the term, and the Tenant shall immediately be responsible for holdover rent in the amount of 150% of the monthly rent under the Lease.

If, for any reason, the Landlord is unable to deliver possession of the Property as of the commencement date of the lease, the rent shall abate during those days that possession cannot be given. If the delay in possession continues for a period of three (3) business days from the date of commencement, the Tenant shall have the right to terminate this agreement by written notice to the Landlord. If this agreement is so terminated, all moneys paid by the Tenant to the Landlord for rent and deposits shall be refunded to the tenant within the current timeframe established by Washington state Landlord Tenant Law following the written notice. Return of the funds shall be the only liability that Landlord shall have, and shall not be liable for any other damages, including but not limited to, consequential damages, attorney fees, storage costs, temporary housing costs or moving expenses.

- c. **Early Possession.** In the event that the Tenant takes early occupancy before the date as specified in Section 3.a/3.b., all terms and conditions of the Residential Lease Agreement, other than rent owing for the early occupancy, shall become effective at the time of said occupancy. Any early occupancy shall not change the term of the Lease, and in no instance shall the term of the Lease be construed by either party to be extended to beyond **18 months**. Tenant to take occupancy beginning **December 1, 2018** (This paragraph not applicable for lease renewals.)

- d. **Delayed Possession.** In the event that Tenant does not take occupancy until after the lease commencement date, Tenant understands it is their obligation to comply with all Terms and Rules incorporated within this Lease Agreement. This includes, but is not limited to, utility payments, landscape maintenance & irrigation, heating and proper ventilation of property, etc. All utility payments begin from date of lease commencement.

**4. RENT.**

- a. **Amount.** The monthly rental shall be [REDACTED] per month from **12/1/2018** to **5/31/2020**, due and payable in full in advance without setoff or invoice on the **first** day of each month, commencing on **December 1, 2018**. **There shall be no grace period for the payment of rent.** The rental for any partial monthly period shall be pro-rated in accordance with the number of days in the applicable month. The total payment due for the term of this Rental Agreement will be [REDACTED]

- b. **Payment.** Rent shall be payable to Landlord at the following address:

Rent Payable To
Name: [REDACTED]
Address: [REDACTED]

- c. **Late Charge.** If any rent is not paid on or before the due date thereof, Tenant agrees to pay a penalty equal to 1% of monthly rental for each day that the same is delinquent (Late Charge shall not exceed 18% of monthly rent



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amount). Late charges shall be considered additional rent. Any amount paid after the issuance of a pay or vacate notice or a 10 day comply or vacate notice for non-rent monetary amounts, shall be paid by money order, certified check or cashier's check. In the event of default for non payment, Landlord will provide a demand notice to cure with the payment of the rent, plus penalties within 5 days or quit the lease. Should the Tenant fail to cure, then, all future rent owing under the lease shall be immediately accelerated and shall be due and owing as of the date of the default. Tenant understands that if Tenant is given a notice to pay or comply or vacate and chooses to vacate the unit during the period of the notice, that the Tenant shall remain liable for the rent and all other charges owing under the Lease (including but not limited to any Charges listed in paragraph 12b of this Lease), through the end of the Lease term or the next month in the case of a month-to-month tenancy. If tenant carries a balance owed on their account, late fees will continue to accrue as described above each month until account balance is paid in full.

- d. **Returned Checks/Payments.** If any rent check or direct debit payment is returned to Landlord by bank for any reason, Landlord may, at his/her option, require that all future rent payments be made by money order, cashier's check or certified check. Payment by wire or electronic funds transfer shall also be acceptable. Any check or direct debit payment that fails to clear the bank shall be treated as unpaid rent and shall be subject to the above Late Charge, plus a **\$50.00** returned payment fee. Landlord shall have no obligation to re-deposit any item returned by bank. In addition to the foregoing penalties, Landlord may elect to terminate this Lease for nonpayment of rent.
- e. **Rent Increases.** If this Lease Agreement creates or results in a month-to-month tenancy, then Landlord may increase the rental upon thirty (30) days written notice to Tenant, except that if the Premises is within the Seattle city limits, any housing cost increase equal to or exceeding 10% annually shall require sixty (60) days written notice to tenant.
- f. **Other Terms.**
- 1) The Lease of the Premises includes parking spaces [REDACTED] and storage unit [REDACTED]
  - 2) Tenants are to provide proof of renters insurance and maintain for the entire term of the lease. The HOA requires the Renter Insurance Policy to be (HO-4). See HOA rules and regulations about specifics of policy required.
  - 3) Landlord will have the right to enter onto the premises as reasonably necessary on two days prior notice to Tenants. In the event of an emergency, Landlord shall have the right to enter without prior notice.
  - 4) Tenant to review and comply with HOA / building rules. Tenant agrees to respect other unit owners' privacy, security, and quiet use and enjoyment of the Condominium Complex; in the event of repeated complaints by the HOA or neighbors regarding excessive noise, guests, or other disturbance, or noncompliance with the HOA Documents, Landlord may terminate the Lease upon 30 days' written notice.
  - 5) Landlord recognizes the Tenants are self-employed and work from home. Tenants will be permitted to attend to all of their business matters within the confines of the premises which may include all forms of communication such as email, telephone calls, skype, and all forms of social media.
  - 6) See page 24 for the continuation of Other Terms.

## 5. UTILITIES.

- a. **Payment.** Tenant agrees to establish use of, maintain, and pay without delinquency the following utilities used in or charged to the Premises during the full term of this Agreement (regardless of when Tenant actually vacates the Premises):

Utilities Payable By Tenant (marked with 'X')							
Electricity:	Gas:	Water:	Sewer:	Garbage:	Oil:	Cable (Optional):	Phone (Optional):
X					N/A	X	X

Failure of the Tenant to timely pay the utilities in full as billed shall be a material breach of the lease Agreement.

## 6. FUNDS RECEIVED.

- a. **Rents and Deposits.** Landlord acknowledges receipt of rents, deposits and non-refundable fees in the amount of [REDACTED] comprising the following amounts:

With respect to non-refundable fees, those fees shall not be returned to the Tenant at the end of the tenancy, nor shall they be applied as a credit against any monies owing by the Tenant at the end of the tenancy.

Funds Received By Landlord				
	Amount	Date Due	Date Received	Check #



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First month's rent		Upon lease signing		
Security/Damage deposit		Upon move in		
Total Move In fees		Upon move in		
<b>Total</b>				

- b. **Application of Prepaid Rents and Deposits.** Landlord may apply the prepaid rent described above towards any default in the payment of rent, late or NSF charges or lease break fee. The security/damage deposit may be applied to secure the terms of this Lease Agreement, including, but not limited to unpaid rent and utilities fines, and to repair any physical damages to the premises or property caused by Tenant, a family member, invitee, licensee, or any person acting under Tenant's control, beyond normal wear and tear. In the event that the security deposit is applied as a remedy during the term of the lease the tenant shall have 10 days to replenish the security deposit account.
- c. **Condition of Premises at End of Tenancy.** Tenant shall restore the premises, including all landscaped areas, to their original condition at the beginning of the tenancy, except for normal wear and tear. Tenant acknowledges and agrees that soil and any cleaning, or repair or replacement due to smoke damage or odors (including, but not limited to; food odors, pet odor, and cigarette, candle, incense or another source of smoke) is considered damage and not normal wear and tear.
- d. **Reimbursement of Landlord / Lease Break.** Tenant shall reimburse Landlord for any damages or loss, including but not limited to rent, leasing fees, advertising, or any other costs incurred by Landlord because of Tenant's failure to comply with a material term or condition of this Lease Agreement or a material obligation under the Residential Landlord-Tenant Act. If Tenant breaks this Lease agreement, Tenant shall be subject to penalties including, but not limited to, Lease Break Fee equal to one month's rent, all future rent due through the end of the Lease term and all utility costs incurred at the Property through end of Lease term or until a new Lease is executed and new Tenant takes occupancy (whichever comes first). Tenant shall still owe all unpaid rent and fees prior to Lease Break if applicable.
- e. **Custodian of Deposits.** The deposit shall be at the following depository: [REDACTED]
- f. **Statement Upon Withholding of Refund.** Within the current timeframe established by Washington state Landlord Tenant Law after (a) the termination of this Lease and vacation of the Premises by Tenant, or (b) the date Landlord learns that Tenant has abandoned the Premises, Landlord shall either return Tenant's deposits or else give Tenant a full and specific written statement of the basis for retaining any portion of the deposits, together with payment of any refund due. If the Landlord is unable to obtain actual charges for required repairs or billings, an estimate of charges will be sent to the Tenant. As soon as the actual charges are known, a revised statement of deposit accounting itemizing the factual charges will be provided. Tenant agrees that the sending of a preliminary statement of deposit accounting with estimated charges, and any deposit refund or balance owing anticipated, within the current timeframe required by law shall fully comply with RCW 59.18.280. No deductions shall be made for normal wear and tear to the premises resulting from ordinary use. Any such refund will be mailed to all Tenant(s) at their last known address (or such other single address as they provide for that purpose). In the case of multiple Tenants, the security deposit shall not be returned until the final Tenant on the agreement has vacated. It is Tenants' sole responsibility to allocate any refunded amount between themselves. If there is a Guarantor party to this Lease Agreement and there is no Roommate Addendum stipulating which party deposit settlements and refunds will be issued to, they shall be issued to the tenant(s) named on this Lease Agreement.
- ☒ This property will be managed by the Landlord, not [REDACTED] therefore the security deposit will be made payable to the Landlord. It will be collected at the time of move in by [REDACTED] and forwarded to the Landlord for deposit. The Landlord will hold your security deposit in trust and will be responsible for the disposition at the conclusion of your tenancy.
- g. **Nonrefundable Fees.** Tenant (choose one) ☒ has paid or ☐ will pay Landlord [REDACTED] as a fee for the items listed below, and Tenant acknowledges that this sum is nonrefundable:

Fees	
Application Fee	[REDACTED]
Move-In fees	[REDACTED]
<b>Total Nonrefundable Fees</b>	[REDACTED]

## 7. LANDLORD'S DUTY TO REPAIR AND MAINTAIN PREMISES.

- a. **Warranty of Fitness.** Landlord warrants that the premises are clean and fit for human habitation and that Landlord will comply with all state and local laws regarding maintenance and repair of the premises.
- b. **Notice of Need for Repairs.** Tenant shall immediately notify Landlord of any needed repairs by sending written notice to the following address: [REDACTED]



Tenant understands and agrees that a delay in reporting damages may lead to increased damages and those increased damages will be at Tenant's sole expense.

- c. **Pre-Occupancy Repairs by Landlord.** The following repairs shall be completed by Landlord by the dates indicated:

Repairs By Landlord	
Repair: None.	Completion Date:

- d. **Landlord's Insurance.** Landlord to maintain general liability insurance. Landlord assumes no responsibility for loss of personal property of Tenant resulting from fire, theft, exposure to elements, water damage or other cause whatsoever nor to carry insurance to cover Tenant's personal property. Tenant is urged to obtain Renter's Insurance for Tenant's personal property.
- e. **Move In Condition Report.** Tenant understands that items noted on the move in inspection form do not indicate an agreement by the Landlord to clean, repair or replace that noted item. All maintenance requests must be in writing and on a separate maintenance request form or via email.
- f. **Storage of Property Specific Supplies.** Landlord reserves right to store a reasonable amount of property-specific "finish" items in Tenants storage unit [REDACTED] including, but not limited to, touch up paint, carpet, tile, furnace filters, etc., on the Property in the interest of cost-effective maintenance and repair. If Tenant notifies Landlord of objection to such storage, the full costs of replacement materials shall be Tenant's responsibility, and Tenant agrees that materials remaining after the finish repair shall belong solely to the Landlord.

## 8. TENANT'S DUTY TO MAINTAIN PREMISES.

- a. **Tenant's Duty.** Tenant agrees to keep the premises as clean as the conditions of the premises permit, and to comply with all duties imposed on Tenants by state and local law.
- b. **Tenant's Liability for Damage.** Tenant shall be liable for any damage to the premises caused by Tenant's acts or neglect other than normal wear and tear. Tenant shall also be liable for any damage to the premises caused by Tenant's family member, invitee, licensee, or any person acting under Tenant's control or with Tenant's permission. Any person in the property, with or without the Tenant's knowledge, including but not limited to invitees of guests or other invitees, shall be deemed guests for purposes of this Lease. Tenant promises to indemnify, hold harmless, and defend Landlord and Agent from and against any and all claims for damages to property or person arising from any use of or activity upon the Premises by any of the persons included in the preceding sentence. Tenant understands that neither Landlord nor Agent can guarantee or warrant Tenant's personal safety, which are the Tenant's own personal responsibility.
- c. **Repairs by Tenant.** Tenant agrees to perform the following repairs indicated below by the following dates:

Repairs By Tenant	
Repair: None.	Completion Date:

In the event that Tenant fails to perform the above-described repairs then Landlord may declare Tenant to be in default under this Lease Agreement, or at Landlord's sole discretion, cause such necessary repairs to be done and charge Tenant the cost of such repairs.

- d. **Maintenance by Tenant.** Tenant agrees to perform the following routine maintenance according to the schedule indicated below:

Maintenance By Tenant
Maintain interior and exterior in same condition as received, as noted in the Move-In Condition Report. Change furnace filter one time per quarter, wrap exterior hose bibs for protection from freezing. Maintain interior temperature of at least 60 degrees Fahrenheit.

Tenant also agrees to have the carpets professionally cleaned, at Tenant's expense, upon vacating the premises and a receipt for said professional cleaning shall be provided to Landlord. If Tenant had pet(s) or service animal(s) in the home, Tenant must also have carpets professionally deodorized and provide receipt. Rental of a carpet cleaner or use of a personal carpet cleaner by the Tenant shall not be sufficient to meet this obligation. Tenant agrees that if interior of home has been professionally cleaned prior to move in, the same standard for cleanliness will be expected at move out. In the event that Tenant fails to perform the above-described maintenance, then Landlord may cause such maintenance to be done and charge Tenant the cost of such maintenance. Tenant shall maintain all smoke/carbon monoxide detection devices, including replacement of any batteries. Tenant shall not tamper with, remove batteries from, or otherwise disable



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smoke/carbon monoxide detection devices. Tenant is responsible to replace any light bulbs that were then functional at Move In and burn out prior to Tenant vacating. All leaky faucets, toilets, broken windows, wet areas on walls or floors, or water intrusion of any kind, or other defects must be reported promptly to Landlord. Failure to report such problems could make the Tenant liable for additional damages.

9. **ALTERATIONS.** No alterations, additions, or improvements shall be made by Tenant without the prior written consent of Landlord.
10. **SUBLETTING OR ASSIGNMENT.** Tenant shall not assign this Lease Agreement or sublet any portion of the premises without the prior written consent of Landlord. Any assignments or subleases without the prior written approval of the Landlord shall be void and shall in no way create any tenancy with the assignees or subleases. Any addition of another party to this Lease at any time includes a \$250 review fee and any tenant screening fees will be borne by existing Tenant. If all occupants leave the home it would be considered a lease break.
11. **DESTRUCTION OF PREMISES.** In the event of damage to the Property, if in the Landlord's opinion, the Premises or Property are so damaged as to be unfit for occupancy, the Landlord may, at Landlord's sole option, elect as follows: (a) Make repairs with reasonable promptness, in which case rent will abate during the time the Premises are unfit for occupancy but in all other respects this Agreement shall remain in full force and effect. OR (b) Declare that the damage is so great that the Premises is incapable of being satisfactorily repaired without unreasonable cost, in which case this Agreement shall terminate and Tenant shall immediately vacate and Tenant shall pay rent up to the day Tenant vacates the Premises. For purposes of rent abatement under (a) or rent payment under (b), rent shall be prorated to the day, in accordance with the number of days in the applicable month. Tenant shall presume that any decision or direction made or given by Agent under this paragraph is the sole decision or direction of Landlord. Nothing in this lease or rental agreement, including but not limited to the language of this paragraph shall obligate the Landlord to repair any damages caused by the Tenant or Tenant's guests or invitees, nor to relocate the Tenant during any period following such damages and during any repair of such damages. Landlord shall have no duty to relocate Tenant for any period of time, nor compensate Tenant for any costs of Tenant's voluntary relocation due to any casualty or cause from any source other than the intentional acts of Landlord, which renders the Premises uninhabitable or without power, water or heat. Further, in the event such damages are caused by the Tenant or Tenant's guests or invitees, the Tenant shall not be entitled to terminate this lease or rental agreement without remaining liable for rent through the term of the agreement nor shall the Tenant be entitled to any reduction in the rent. In the case of destruction of the rental premises, as determined solely by the Landlord, Landlord shall have the absolute right, even if the unit is not condemned by any governmental agency, to terminate this agreement after five (5) days written notice to the Tenant.
12. **NOTICE OF TERMINATION.**
  - a. **MONTH TO MONTH LEASE:** Unless paragraph 3.d. governs this Agreement, and subject to just cause eviction requirements if the Premises is in the City of Seattle, any notice of termination, after the end of the initial lease term, shall be by written notice given at least twenty (20) days before the end of any monthly rental period, given by either party to the other. IF TENANT FAILS TO GIVE TIMELY NOTICE OF TERMINATION, TENANT WILL BE OBLIGATED TO PAY RENT THE FOLLOWING MONTH.
  - b. **EARLY TERMINATION OF FIXED TERM LEASE:** Subject to applicable laws, if Section 3.b. applies and Tenant terminates this Agreement for whatever reason prior to the end of the full term stated in Section 3.b. or in the case that Tenant is evicted, Tenant shall be fully responsible for rent and utilities until the lesser of the end of the lease term or until a new qualified Tenant is secured; and Tenant shall be responsible to pay the leasing fee equivalent to one-month's rent and all associated costs to secure a new Tenant for the remaining term of this Lease.
  - c. Any notice of termination given by or on behalf of Tenant must provide for the vacation of the Premises by all occupants unless otherwise agreed by Landlord in writing. Notwithstanding the foregoing, no notice of termination may be given which violates any applicable law. Tenant's failure to vacate timely will result in additional charges.
13. **SERVICE OF NOTICES.**
  - a. **Notice to Landlord.** All notices required by this Lease Agreement and applicable state or local law to be served by Tenant upon Landlord shall be in writing and shall be mailed to the following address: [REDACTED] or email at [REDACTED]
  - b. **Notice to Tenant.** Notice to Tenant shall be served on tenant as required by applicable statute or ordinance. Any notice for which no statute or ordinance specifies a particular method of service may be given either by delivering personally into the hands of Tenant; depositing in the mail, directed to the Tenant at the above referenced Real Property address; or by posting in a prominent place at the Address, or by oral communication or telephone message or other reasonable means to the extent allowed by law.
14. **VACATING THE PREMISES.** Upon terminating this Lease Agreement, Tenant shall vacate the premises, return all





keys to Landlord, remove all personal property and belongings of Tenant, and leave the premises in the same condition as Tenant found them except for normal wear and tear.

15. **CHANGES TO THIS LEASE AGREEMENT.** Landlord may change the terms of this Lease Agreement, including the amount of rent, as follows:
- For tenancies governed by section 3.b. above, Landlord must give notice of the change at least 30 days prior to the expiration of the lease term, and the change can be effective no earlier than the expiration of the lease term.
  - For month-to-month or holdover tenancies, Landlord must give notice of the change at least 30 days prior to the last day of a rental period during which the change will take effect.
  - Notwithstanding the foregoing, if the property is within the Seattle city limits, housing costs for the Tenant shall not increase by or more than 10% in any 12 month period without a 60 day prior notice.
16. **RULES.** The attached Rules are a part hereof. Tenants failure to abide by them will result in a written warning for the first offense. Continued offenses shall incur a \$500 penalty each, that will be due and payable as additional rent during the month in which the Tenant was given notice. Should the notice arrive within five days before the end of the month, the penalty payment will be due the following month.
17. **DISPUTE ARISING FROM THIS LEASE AGREEMENT.** Landlord and Tenant may agree in writing to submit to mediation any dispute arising from this Lease Agreement or under the provisions of the Washington Residential Landlord-Tenant Act, Chapter 59.18 RCW, but mediation shall not be required prior to any unlawful detainer action, unless all parties have agreed in writing. In the event either party engages, retains or hires an attorney to enforce any provision of this Lease, or any obligation under law, including but not limited to the collection of rent and/or other charges due hereunder, both Landlord and Tenant agree that, to the fullest extent permissible by law, court costs, prejudgment interest at the judgment rate from the date of default, Agent's time at \$50.00 per hour, and reasonable attorney's fees may be awarded to the prevailing party. In the event of a trial, the amount shall be as fixed by the Court.
18. **WAIVER OF SUBROGATION.** Landlord and Tenant hereby release and waive, for the duration of this Lease Agreement and any extension or renewal thereof, their respective rights of recovery against each other for any loss resulting from perils of fire and/or extended coverage as defined in fire insurance policies issued to either Landlord or Tenant in effect at the time of the loss. Provided that such waiver and release shall apply only in the event such agreement does not prejudice the insurance afforded by such policies.
19. **NON WAIVER/APPLICATION OF FUNDS/ENTIRE AGREEMENT.** Landlord's failure on any occasion to require strict compliance with any provision of this Lease or to exercise any rights arising hereunder, or the acceptance of future rent, shall not be deemed a waiver of Landlord's right to subsequently enforce any such provision or to insist upon any such right. Tenant acknowledges and agrees that should any amount due from the Tenant under this lease or rental agreement become delinquent, including but not limited to deposits, fees, utilities, repair costs, etc., Landlord has the right to apply any and all monies received from the Tenant (or from any other person or entity paying money to the Landlord on the Tenant's behalf for any purpose), including but not limited to payments for rent, and notwithstanding any restrictive endorsement or memorandum on such payment, first to the delinquent non-rent amounts and then to apply any remaining portion of such payment to rent with the oldest rent being paid first. Tenant further agrees that acceptance of rent by the Landlord from the Tenant or any person or entity on the Tenant's behalf shall not be construed in any way as a waiver of Landlord's right to enforce a previously issued notice under RCW 59.12 or use actions of the Tenant or Tenant's guests or invitees which occurred prior to the acceptance of the rent as a basis for issuing and enforcing a notice authorized by RCW 59.12. This Agreement sets forth the entire agreement between the parties with respect to the matters set forth herein, notwithstanding the contents of any prior agreement, assumptions, advertisements, warranties or representations by any person or entity. It shall not be altered nor modified unless such alteration or modification is in writing and signed by all signatories hereto. No verbal agreements, advertisements, warranties or representations have been made or relied upon by either party or any agent or employee of either party, and neither party nor any agent or employee of either party is entitled to alter any provisions of this Lease by any verbal representations or agreements to be made subsequent to the execution of this Lease. The foregoing notwithstanding, during any month to month tenancy following the initial Lease, Landlord may change any provision of this Lease without the consent of Tenant in the manner prescribed by Washington State law.
20. **OTHER PROVISIONS OF THE AGREEMENT.** 1) If Tenant has pets, service or companion animals, they must be secured during maintenance work. If not, Landlord or Landlord's vendors shall be entitled to leave the property prior to the completion of the work and it shall be Tenant's sole responsibility to schedule the completion of the work after the animal has been secured. Landlord or Landlord's vendors reserve the right to refuse maintenance work if only a person under age 18 is present at the time of the work; 2) Tenant has completed an application in connection with executing this Lease. Landlord has relied upon the statements set forth in said application in deciding to rent the Premises to Tenant. It is agreed that should Landlord subsequently discover any misstatements of fact in the Tenant's application, such misstatements shall be deemed a material and incurable breach of this Lease and shall entitle Landlord to serve Tenant



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with a three-day notice terminating the tenancy under RCW 59.12.030(6); 3) No pets are allowed to visit the property and no "pet-sitting" shall be allowed.; 4) Tenant understands and agrees that any and all facilities provided by the Landlord are provided as a gratuity.

**21. ADDITIONAL DOCUMENTS TO BE ATTACHED TO THIS AGREEMENT; TENANT'S SIGNATURE ACKNOWLEDGE RECEIPT:**

- |                                                                                                                  |                                                                                   |
|------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Agency Disclosure                                                            | <input checked="" type="checkbox"/> Pet Addendum                                  |
| <input checked="" type="checkbox"/> Hardwood Floor Addendum                                                      | <input checked="" type="checkbox"/> Condominium HOA Addendum                      |
| <input checked="" type="checkbox"/> Furnished Addendum                                                           | <input checked="" type="checkbox"/> Washington State Landlord Tenant Laws Booklet |
| <input checked="" type="checkbox"/> Property Condition Report (Addendum B)<br>To Be Completed At Time Of Move-In |                                                                                   |
| <input checked="" type="checkbox"/> Mold Pamphlet                                                                |                                                                                   |

**22. SIGNATURE.** The undersigned parties acknowledge that they have read this Lease Agreement and will comply with its terms.

[Redacted Signature]

James Westbrook  
James Westbrook (Nov 14, 2018)

James A. Westbrook Date

Tanya Westbrook  
Tanya Westbrook (Nov 14, 2018)

Tanya A. Westbrook Date

**(Agent signature to be notarized if lease is greater than 12 months)**

STATE OF WASHINGTON )

COUNTY OF [Redacted] ss. Acknowledgment (personal)

COUNTY OF [Redacted]

On this day personally appeared before me [Redacted], to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he ~~she~~ signed the same as [his/her/their] free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal on this date of 11/15/18

[Redacted Signature]





## RULES

Resident(s):

James A. Westbrook and Tanya A. Westbrook

Address:

[REDACTED]

**ILLEGAL USE.** Tenant shall not use the property for any illegal purposes or commit or allow any action that may constitute waste or nuisance, as defined by either RCW 59.18 or RCW 7.48.120.

**REPAIRS.** Tenant shall promptly repair, at Tenant's expense, any broken glass in doors or windows caused by tenants or their guests. Acts of nature are excluded.

**FREEZING.** Tenant shall protect the plumbing from freezing. As a minimum, Tenant shall leave the heat to a minimum of 60 degrees during cold weather (and at all times during November through April), and take any other reasonable precautions.

**PLUMBING/DRAINS.** Tenant shall relieve stoppage of drains, sewers, toilets, and garbage disposals at Tenant's expense unless resulting from a condition existing at the time Tenant commenced occupancy, or roots growing into or through pipes. In the event that a professional Vendor determines that the stoppage/damage was caused by the tenant, tenant will be responsible for cost of repairs.

**NAILS/PAINTING.** Without the prior written consent of the Landlord or Agent, Tenant shall not drive any bolts or screws into walls, other than standard picture hanging nails, and no painting of any type shall be done.

**NOISE/NUISANCE.** TV, music, and musical instrument volumes and any other source of noise, including but not limited to parties, gatherings, pets, and voices, shall be kept low enough so that no disruptive noise shall escape from the property. Tenant shall not create or permit any other nuisance on the property. In the event of a documented and verified noise complaint by building security, tenant shall be charged a \$100 fee, per occurrence, payable in addition to the next month's rent payment. Continued disturbances may result in eviction.

**GUESTS.** Tenant is responsible for Tenant's guests/invitees complying with the Rules. Tenant shall not invite any persons who have been trespassed from the property to visit.

**VEHICLES.** Without the prior written consent of the Landlord or agent, recreation vehicles, trailers, watercraft, and inoperable automobiles, may not be parked or stored on the property, on or in any parking area provided for the property, or on any street or alley servicing the property. Repairs to any vehicles in these locations must be completed and the area cleaned up within 24 hours of commencement. Tenant will be responsible for any damage to the area in which any repairs are made, including any stains on the concrete or paved areas. Tenant shall maintain liability insurance and licenses as required by law upon all vehicles brought onto the Property and shall provide Landlord or Agent proof of same upon request.

**HALLWAYS AND COMMON AREAS.** If there are hallways or other common areas shared with other residents, noise shall be kept to a minimum therein and nothing may be stored, even temporarily, therein.

**FIREPLACE INSERT/WOOD STOVE.** Wood stoves are prohibited, unless provided by Landlord. No fireplace insert may be installed without Landlord's prior written permission. If permission is given, then the installation must be by a licensed, bonded and insured contractor, and be inspected by the applicable city or county building department, at Tenant's expense, before the same is used. Tenant agrees to abide by any burn bans in effect.

**WATERBEDS/PIANOS AND HEAVY OBJECTS.** No waterbeds, aquariums, pianos, organs, libraries or other unusually heavy objects are permitted in the property without Landlord's written permission. As a condition to permitting a waterbed, Landlord may require Tenant to provide and pay for waterbed insurance.

**INSPECTIONS.** The Landlord will make periodic inspections of the interior and exterior of the property. Such inspections



Revised 08/23/2016

Bellevue, WA

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Initials: Agent

Tenant

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may be as often as quarterly, or more often, depending on the condition of the unit during the previous inspection, and photos will be taken. Proper notice will be given prior to any inspection.

**SMOKE ALARMS.** Operable smoke/carbon monoxide alarm(s) have been installed in the property. If battery operated, it is Tenant's responsibility to replace worn out batteries throughout the tenancy.

**ALARM SYSTEMS.** If a security alarm system is provided by Landlord, Tenant shall be responsible for the prompt payment of all monthly monitoring fees, repairs, or other charges incurred by Tenant for the security system. Tenant shall hold Landlord harmless from any liability arising out of any malfunction of any such security system.

**SCREENS.** Landlord is not obligated to provide window and/or door screens. If there are any presently installed, Landlord has no obligation to maintain or replace them.

**SMOKING.** Absolutely no smoking of any cigarette, cigar, pipe, tobacco in any form, or of any other substance, including marijuana, by Tenant, a family member, invitee, licensee, or any person acting under Tenant's control is to take place within the premises.

**CONTROLLED SUBSTANCES.** Production or use of federally controlled substances is strictly prohibited.

**PETS.** Except for service animals as defined by law, absolutely no pets, including animals, birds or creatures of any non-human variety are permitted on the property for any period of time during the term of this lease without Landlord's prior written permission in the form of a fully executed Pet Addendum. In the event a Pet Addendum is executed, tenant is expected to minimize the amount of noise made by pet(s). For example, barking dogs are not to be left unattended so as to disturb the peaceful enjoyment of neighbors. In the case of condominium/apartment, pets shall not be allowed in the halls, common spaces or surrounding property except on a leash and accompanied by the pet's owner. It is the Tenant's responsibility to clean up and dispose of any pet excrement anywhere on the property and on adjacent sidewalks, streets, alleys and neighbor's properties. No "guest" pets will be allowed for any period of time.

**CONDOMINIUM/ HOA RULES.** If this property is governed by a Homeowner's Association, Tenant agrees to abide by all rules and regulations of the condominium association and any homeowners association, both those currently in effect and those which may be incorporated in the future, and those rules are specifically incorporated as material terms of this Lease. Tenant acknowledges receipt of Rules and Regulations for the Homeowner's Association.

**SATELLITE DISHES.** Tenant shall not install any satellite dish without Landlord's written consent, which consent shall not be unreasonably withheld, and any such installation shall be in accordance with federal law. Tenant has been notified that not all residences are able to receive satellite signals and that the failure of the residence to receive such signals shall not entitle the Tenant to place the dish in any other location than that authorized by the Landlord, nor to claim the lack of satellite reception as a basis for termination of tenancy or diminished rental value.

**SIGNS/MARKETING.** Tenant understands that Landlord may market the Premises for sale, or without limiting Tenant's rights here under, for lease, and that Landlord, its agents and Vendors will contact Tenant from time to time for access to the Premises. In addition to any other right of entry provided Landlord by this agreement or by applicable law, Tenant will permit Landlord, its agents - including [REDACTED] licensees or any other NWMLS member, and Vendors to enter the Premises to facilitate such marketing efforts. Tenant shall permit Landlord or Agent to display "for lease" or "for sale" signs and place necessary key box on the Premises at any time. In accordance with RCW 59.18.150(6), notice for showings will be given 24 hours in advance by phone and/or email. Should Landlord market the Premises for sale or lease, Tenant shall not be obligated to permit unreasonably frequent property tours. As such, it is agreed by the Parties that Tenant during such marketing efforts that tours or visits by the any foregoing, shall be limited to the last Sunday of any month between hours of 12pm - 1pm.

**NOTIFICATION OF DAMAGE AND NEEDED REPAIRS.** Tenant shall immediately notify Landlord or Agent immediately in writing of any necessary repairs or damage to the Premises such as leaking pipes, toilets, faucets, cracks, etc. Tenant shall take all necessary precautions (such as turning water off) to avoid such damage. If Tenant limits vendor or Agent access to schedule or perform repairs/maintenance, Tenant will be responsible for any additional damage caused by the delay. Tenant shall assume liability for repairs due to improper use of any appliances, fixtures, systems, etc., throughout the property. Including but not limited to clogging drains, non-compliant items down the garbage disposal, slamming doors, exceeding capacity, etc.

**INSURANCE INCREASES.** Tenant shall do nothing nor keep anything in or about the Premises that will increase the present insurance rate thereon. Tenant agrees to reimburse Landlord for any insurance increase resulting from any violation of this rule.

**LEGAL NOTICES.** Tenant shall promptly deliver to Landlord or Agent any legal notice received from any person or governmental agency that relates to the Property.

**STORAGE OF PERSONAL ITEMS.** Tenant shall not store bicycles or other personal effects in common areas such as halls, stairways, elevator, laundry rooms, public areas, driveways, or parking lots, unless specifically approved by Landlord.

**LAUNDRY.** If applicable, the laundry room shall be cleaned by Tenant after each use. Laundry facilities shall not be used by Tenant's guests or invitees or for commercial purposes. Tenant shall not use flammable materials or dye in washing machines.



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**APPLIANCES.** Tenant shall not relocate within the Premises any Landlord supplied appliance without Landlord's written consent.

**THROWING ITEMS.** Tenant shall not throw anything from windows or balconies.

**HOME BASED BUSINESS.** Unless otherwise permitted in section 4f of this agreement, tenant is not permitted to run a business from the property.

**AGENCY.** Under the disclosure requirements of the Washington State Agency Law, Tenant acknowledges that the Leasing Agent and Property Manager from [REDACTED] do not represent the Tenant but represents the Owner in this transaction. An Agency disclosure has been made prior to the signing of this Lease. Tenant acknowledges receipt of the pamphlet "The Law of Real Estate Agency."





## MOLD/FUNGUS AGREEMENT

Molds and fungi are everywhere in our indoor and outdoor environments. In fact, they play an important and necessary role in decomposition and breaking down of organic matter. All molds require water or dampness to grow. Indoors, this water intrusion can come from inadequate air circulation, flooding, backed-up sewers, leaking buildings, humidifiers, constant plumbing leaks, steam, poor housekeeping, wet clothes, appliances not properly vented, etc.

There are a number of factors that influence the growth of mold: environmental humidity and moisture content of materials, temperature, air circulation, light, and the chemical composition of potential substances. If there is mold growing, you can impact its amplification by affecting the water source, encouraging proper ventilation, and drying out the area.

### Cleaning Tips For Moisture Elimination

Sometimes, homes have a problem with moisture condensing on windows and even on walls in the kitchen and bathrooms. This moisture can cause mildew or molds to grow.

We would like to offer a few hints to help eliminate the excess moisture on these windows and walls.

The moisture is a combination of the following conditions that can be corrected with adequate ventilation. Some examples of daily activities that create excess moisture are as follows:

- Steam from showering and cooking
- Running the dishwasher and/or washer and dryer
- Excessive heat from the heating system combined with moisture
- Always having your blinds and windows closed tightly

To eliminate the excess moisture on the windows and/or walls, it is important to maintain adequate ventilation by using your ventilation fans in the kitchens, laundry rooms, and bathrooms and by lowering your thermostat. Leaving windows open a little will also help with the elimination of the moisture. Keep furniture, including beds, a few inches from the walls. Do not stack boxes or other items against the walls. Do not tightly pack closets.

Management would also like to ask that you wipe down the windows and/or walls to remove the excess moisture when it occurs.

As always, please contact our offices if you notice any water intrusions into your home.

**It is very important that all residents notify management immediately if you experience any water intrusion or mold inside your home or if your home has any other maintenance needs.**

I agree to notify the Owner, in writing, if I am concerned that mold may be present inside my home.

### Tenant Acknowledgement

James Westbrook

James Westbrook 11/04/24, 2018

James A. Westbrook (Tenant)

Date

Tanya Westbrook

Tanya Westbrook 11/04/24, 2018

Tanya A. Westbrook (Tenant)

Date



## TIP SHEET ON MOLD

It is our goal to maintain the highest quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for conditions that could lead to the growth of naturally occurring mold.

Resident can help minimize mold growth in their apartment homes by taking the following actions:

### Ventilation

- Open windows. Proper ventilation is essential. If it is not possible to open windows, run the fan on the apartment air-handling unit to circulate fresh air throughout your home.
- In damp or rainy weather conditions, keep windows and doors closed.
- If possible, maintain a temperature of between 50° and 80° Fahrenheit within your home at all times.
- Use the pre-installed bathroom fan or alternative ventilation when bathing or showering and allow the fan to run until all excess moisture has vented from the kitchen, bathroom(s), or laundry room.
- Do not overfill closets or storage areas. Ventilation is important in these spaces.

### Cleaning and Maintenance

- Clean and dust your home on a regular basis as required by your lease. Regular vacuuming, mopping, and use of environmentally safe household cleaners is important to remove household dirt and debris that contribute to mold growth.
- Periodically clean and dry the walls and floors around the sink, bathtub, shower, toilets, windows and patio doors using a common household disinfecting cleaner.
- On a regular basis, wipe down and dry areas where moisture sometimes accumulates, like countertops, windows, windowsills, bathroom sinks, toilets, and shower enclosures.
- Thoroughly dry any spills or pet urine on carpeting.

### Additional Tips

- Use care when watering houseplants. If spills occur, dry up excess water immediately.
- Ensure that your clothes dryer vent is operating properly, and clean the lint screen after every use.
- When washing clothes in warm or hot water, watch to make sure condensation does not build up within the washer and dryer closet; if condensation does accumulate, dry with a fan or towel.
- Do not allow damp or moist stacks of clothes or other cloth materials to lie in piles for an extended period of time.

### Reporting Problems

- Immediately report to the management office any evidence of mold growth that cannot be removed by simply applying a common household cleaner and wiping the area. Also report any area of mold that reappears despite regular cleaning.
- Immediately report to the management office any failure or malfunction with the heating, ventilation or air-conditioning ducts in the apartment or home.
- Immediately report to the management office any inoperable windows or doors.
- Immediately report to the management office any musty odors you notice in the home.

James Westbrook

James Westbrook (May 14, 2018)

James A. Westbrook (Tenant)

Date

Tanya Westbrook

Tanya Westbrook (May 14, 2018)

Tanya A. Westbrook (Tenant)

Date



**AGENCY DISCLOSURE**

(Insert name of Licensee as licensed)
LANDLORD'S (LESSOR) AGENT [REDACTED]
(Insert Lessor, or both Lessor and Lessee)
represented [REDACTED]
(Insert name of Licensee and Company as licensed)
TENANT'S (LESSEE) LICENSEE N/A
(Insert Lessor, Lessee both Lessor and Lessee or neither Lessor or Lessee)
represented <b>James A. Westbrook and Tanya A. Westbrook</b>

Tenant has received "Tenant Non-Representation Disclosure" form prior to signing of the Lease Agreement. If Tenant's Licensee and Lessor's Agent are different salespersons affiliated with the same Broker, then both Tenant and Lessor confirm their consent to that Broker acting as a dual agent. If Tenant's Licensee and Lessor's Agent are the same Agent, then both Tenant and Lessor confirm their consent to that agent and his/her Broker acting as Dual Agent.

Under the disclosure requirements of the Washington State Agency Law, Tenant acknowledges that the Leasing Agent and Property Manager from [REDACTED] do not represent the Tenant but represents the Landlord in this transaction. An Agency disclosure has been made prior to the signing of this Lease. Tenant acknowledges receipt of the pamphlet "The Law of Real Estate Agency".



**PET ADDENDUM**

To [REDACTED] Residential Lease Agreement

<b>Resident(s):</b> James A. Westbrook and Tanya A. Westbrook
<b>Address:</b> [REDACTED] Bellevue, WA [REDACTED]

This Addendum is hereby attached to and becomes a part of the Residential Lease Agreement dated **November 13, 2018** between [REDACTED] (Landlord), and **James A. Westbrook and Tanya A. Westbrook** (Tenant), for the Premises located at [REDACTED] City of **Bellevue**, County of **King, Washington**.

Witnesseth:

That, Whereas the said Tenant desires to keep one pet(s) in the Premises demised under the Rental Agreement herein.

<b>Pet Description</b>						
Sex:	Type:	Color:	Breed:	Weight:	Age:	Name:
[REDACTED]						

and Whereas, the said Lease Agreement prohibits the keeping of said pets without permission of the Landlord, NOW THEREFORE, in consideration of the rental reserved therein and on mutual terms and conditions and covenants of the Lease Agreement herein, the Landlord does hereby grant unto the Tenant permission to keep aforementioned pet(s) in the demised Premises subject to the following terms and conditions:

- 1) The Tenant agrees that the Security Deposit shall be refunded to the Tenant upon termination of the Tenancy and only upon Tenant meeting the conditions of paragraph 3 of this Addendum.
- 2) The pet(s) will be legally licensed under local government requirements.
- 3) All floor areas will be professionally cleaned and carpets shall be professionally deodorized. Upon vacancy Tenant shall be solely responsible for the full cost. Any additional cleaning or damage repairs to the buildings or grounds of the Premises, necessary as a result of the pet, will be the full responsibility of the Tenant.
- 4) The Tenant agrees to keep the pet under control at all times. This means that the animal should be on a leash, in a carrier or otherwise in your direct control. When in the presence of people or other animals the pet is expected to be well behaved (not jumping nipping people, snarling or barking, etc.) Should the pet become a nuisance due to noise, barking, or damage to buildings or grounds, Tenant agrees to immediately remove the pet from the Premises upon the Landlord's request.
- 5) It is understood that if Landlord insists on the removal of the pet, the lease will be effectively terminated by Landlord and there will be no penalties or escalation of rents by Tenant.

Date: **November 13, 2018**

[REDACTED]

11/15/18  
DateJames Westbrook  
James Westbrook (Nov 14, 2018)

James A. Westbrook

Date

Tanya Westbrook  
Tanya Westbrook (Nov 14, 2018)

Tanya A. Westbrook

Date





**HARDWOOD, LAMINATES AND PERGO FLOOR CARE ADDENDUM**

To [REDACTED] Residential Lease Agreement

<b>Resident(s):</b> James A. Westbrook and Tanya A. Westbrook
<b>Address:</b> [REDACTED] Bellevue, WA [REDACTED]

We hope you enjoy the beautiful hardwood floors of your new home. To keep your floors like new, we ask that you follow the methods below for care of these floors. Hardwood floors, while durable, are still wood and are still subject to stains, scratches, dents and puncturing. Refinishing floors can be very expensive. Please take good care of the floors so you don't find yourself paying additional charges for refinishing or replacement. You understand that, if refinishing is required, it may be necessary to refinish entire rooms in order to have the floors match, even if the stain or damage is limited to an area of a room.

Pergo or any other newer Laminate Flooring requires similar care. The Differences are explained below. Make sure you know and follow the recommendations for each type of floor. Ask your Landlord if you have any questions.

- 1. Dust mop, sweep or vacuum floors weekly.** As often as you should vacuum your carpets.
- 2. Do not wet mop.** All water can damage wood and laminates. Clean liquid spills quickly with a dry cloth and sticky spills with a slightly dampened cloth. When you need to mop the floors, follow the product directions for the flooring in the home that was provided to you by the Landlord. In the event no instructions were left for you, you must consult the Landlord to obtain such instructions.
- 3. Avoid using certain cleaning products.** For wood flooring, never use soaps detergents, or oil soaps, and never use vinyl cleaners or tile cleaners. For Laminates or Pergo only, a light wiping of acetone or a non-abrasive household cleaner will remove most if not all fruit stains, tar stains, greases, etc. Again, discretion should be used at all times, and if you are not certain of what cleaners to use, please refer to the Landlord of the home for such instructions.
- 4. Prevent scratches.** Make sure the bottoms of all furniture have felt or cloth pads, coasters, broad fabric, or nylon guides attached to prevent scratches. High heeled shoes are often the cause for hardwood floor damage, and utmost caution should be used with any types of shoes on hardwood floors. Even rivets on jeans can scratch floors. Pets are a major cause of hardwood floor damage.
- 5. Prevent tracking of dirt.** Mats outside the front and back door and inside both doors will reduce dirt, sand, water and abrasives from tracking onto floors. Shake out, vacuum or wash frequently. Leaving dirty, wet or muddy shoes outside or at the entry will help as well.
- 6. Do not apply finish, or wax on any floors.** Residents shall not use any wax or refinish products on the floors without Landlords prior written permission.
- 7. Landlord reserves the right to collect for damages.** The condition of the floors are noted on your move-in report, and photographs have been taken prior to your occupancy.

Date: **November 13, 2018**

[REDACTED]

11/15/18  
DateJames Westbrook  
James Westbrook (Nov 14, 2018)

James A. Westbrook

Date

Tanya Westbrook  
Tanya Westbrook (Nov 14, 2018)

Tanya A. Westbrook

Date



**CONDOMINIUM HOA ADDENDUM**

Resident(s):

James A. Westbrook and Tanya A. Westbrook

Address:

Bellevue, WA

This addendum is entered into in connection with the Rental/Lease Agreement (the "Lease") for Property located at (the "Premises"), between ("Landlord") and **James A. Westbrook and Tanya A. Westbrook** ("Tenant").

It is agreed between Landlord and Tenant as follows:

The premises are part of a Condominium Complex known as

1. In addition to the terms of the Lease between Landlord and Tenant, Tenant shall comply with all rules and regulations governing the Condominium Complex, including but not limited to The Declaration of Condominium, and reservations set forth on the Survey Map associated with the Condominium Complex, the Rules and Regulations for occupants of the Condominium Complex, and the bylaws governing the Condominium Complex (collectively, the "HOA Documents"). **Tenant acknowledges receipt of these documents.**
2. Tenant shall promptly pay to Condominium Complex any fines or charges assessed against Tenant as a result of Tenant's violation of the HOA Documents. Tenant shall reimburse Landlord/Agent immediately upon demand for any fines or charges assessed against Landlord/Agent as a result of Tenant's violation of the HOA Documents.
3. Fees and fines associated with the Homeowner's Association (HOA) including, but not limited to, move in/out fees and replacement costs for keys, fobs and garage door openers are current as outlined in the House Rules. It is possible that during tenancy these fees can be voted upon and changed by the HOA Board. Tenant understands and agrees that the fees associated with the move out may be different than when they moved in, and agree to pay revised fees as voted on by the HOA Board.
4. In case of any conflict between the Lease and the HOA Documents, whichever is more restrictive in governing the conduct of occupants of the Premises shall control.

Associated Costs:

Move-in Fee: **\$650.00**

Replacement Costs For:

Key Fob:

**\$100.00** Garage Door Openers:**\$100.00**

Parking Permits:

**\$75.00** Replacement Keys:**\$150.00**

Parking Space #:

Storage Space #:

Contact for scheduling move-in at Building:

Date: **November 13, 2018**

Vehicle Information					
Year:	Make:	Model:	Color:	Plate #:	State:
Pet Description					
Sex:	Type:	Color:	Breed:		
Name:	Age:	Weight:			
Emergency Contact(s)					
Name:	Address:	Phone:	Relationship:		
Name:	Address:	Phone:	Relationship:		

Dependant(s):

Date: **November 13, 2018**

11/15/18

Date

James Westbrook

James Westbrook (Nov 14, 2018)

James A. Westbrook

Date

Tanya Westbrook

Tanya Westbrook (Nov 14, 2018)

Tanya A. Westbrook

Date



Revised 08/23/2016

Bellevue, WA



**FURNISHED ADDENDUM FOR TENANT LEASE****Resident(s):**

James A. Westbrook and Tanya A. Westbrook

**Address:**

[REDACTED] Bellevue, WA [REDACTED]

Tenant acknowledges that the Premises will be Leased containing items of furniture/housewares in their current "as is" condition. Landlord shall provide Tenant with a specific Inventory and Condition Report, which will be attached to Addendum B (Property Move-In Condition Report). Upon the expiration of the Lease or other termination of the Lease, Tenant shall return the furniture/housewares to Landlord in the original condition as when delivered by Landlord, with the exception of ordinary wear and tear.

If Tenant fails to return the furniture/housewares and/or should the furniture/housewares be damaged or destroyed, Tenant acknowledges and agrees that Tenant shall be responsible for paying the repair or replacement cost as outlined in the Inventory and Property Condition Report, and Landlord may deduct such costs from any security deposit held by Landlord under the terms of the Lease.

Date: **November 13, 2018**

11/15/18

Date

*James Westbrook*

James Westbrook (Nov 14, 2018)

James A. Westbrook

Date




*Tanya Westbrook*

Tanya Westbrook (Nov 14, 2018)

Tanya A. Westbrook


Date




## Protect Your Family From Lead in Your Home

**EPA** United States Environmental Protection Agency

 United States Consumer Product Safety Commission

 United States Department of Housing and Urban Development

September 2013

### Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have lead-based paint? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



### Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

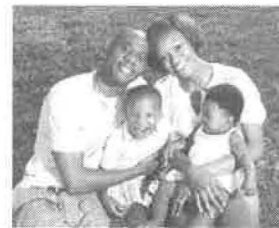
### Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

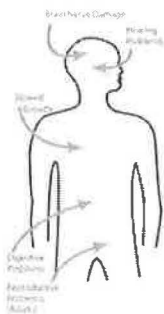
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

## Health Effects of Lead

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

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## Check Your Family for Lead

**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

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## Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

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## Identifying Lead-Based Paint and Lead-Based Paint Hazards

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

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## Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A **lead-based paint inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

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## What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

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## Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD (5323) for a list of contacts in your area.<sup>3</sup>

<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

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## Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can temporarily reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

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### Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

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### Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](http://epa.gov/lead) for EPA's lead in drinking water information.
- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- **Old toys and furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal or lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

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### Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

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### For More Information

#### The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call 1-800-424-LEAD (5323).

#### EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call 1-800-426-4791, or visit [epa.gov/lead](http://epa.gov/lead) for information about lead in drinking water.

#### Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call 1-800-638-2772, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

#### State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at 1-800-424-LEAD.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at 1-800-877-8339.

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## U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

### Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

### Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

### Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1450 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

### Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

### Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-BJ)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-7836

### Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

### Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
WWPD/TOPE  
Lenexa, KS 66219  
(800) 223-0425

### Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

### Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

### Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Solid Waste & Toxics Unit (WCM-128)  
1200 Sixth Avenue, Suite 900  
Seattle, WA 98101  
(206) 553-1200

## Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
cpsc.gov or saferproducts.gov

## U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### HUD

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
hud.gov/offices/lead/

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U.S. EPA Washington DC 20460  
U.S. CPSC Bethesda MD 20814  
U.S. HUD Washington DC 20410

EPA-747-X-12-001  
September 2013

## IMPORTANT!

### Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



## 4f: Other Terms.....continued

- 6) Tenant will pay for all packing, storage, moving and reinstalling of furniture and items at their expense for the duration of the occupancy. Tenants are allowed to start the move at any time after their lease begins, at the tenants choosing. The movers, packers and storage companies must be approved by the Owner and HOA, must provide certificates of insurance for the full value of the materials to be moved, naming Landlord as additional insured. The Tenants agree to keep the dining room table and living room coffee table in the unit at all times. Tenants agree to return the unit to how they received it at move in with all furniture and items returned to their correct location. Tenants agree that they are solely responsible for any damage to the unit or furniture and will repair or replace any damage at their cost. Tenant to notify Landlord as soon as possible, and at least 72 hours, before removing furniture or other items. Landlord will prepare a photographic bill of lading and listing of leased furniture and items, which must be signed by Landlord, Tenant, and any movers, packers, and storage companies prior to removal.
- 7) Tenants may elect to replace the Master bedroom carpet, due to indentation of existing furniture. Tenants agree to pay for this expense and obtain Landlord's approval of the carpet, vendor, and material prior to work. Tenants also agree to hire the Landlord's contractors for any repairs that need done to walls, etc. from the removal of existing furniture.
- 8) Tenants shall have the option to extend the Lease an additional 12 – 18 months (tenant to choose), by providing written notice within 60 days prior to the end of the initial lease term, at the current monthly rent of [REDACTED]
- 9) If the Tenants do not extend the Lease past the initial 18-month term, the Tenants agree to pay a fee to the Landlord in the amount of [REDACTED], to cover the carrying cost while the apartment is repainted and restored to original condition.
- 10) Tenants agree to pay all fee related to the Move-in and Move-Out of furniture assessed by the HOA.

Date: November 8, 2018

[REDACTED]

11/15/18

Date

James A. Westbrook

Date

TATI

Tanya Krievins Westbrook

Date



Revised 08/23/2016

Bellevue, WA [REDACTED]

**EXHIBIT "A"**

**ADDENDUM TO LEASE**

THIS ADDENDUM is made this 8th day of November, 2018, by and between [REDACTED] ("Unit Owner") and [REDACTED] and James & Tanya Westbrook (collectively "Tenant"), as an addendum to a lease executed by Unit Owner and Tenant dated November 8, 2018 (the "Lease") for Unit No. [REDACTED] the "Unit") in [REDACTED] (hereinafter referred to as the "Condominium").

In compliance with the Declaration of the Condominium, Unit Owner and Tenant hereby further agree as follows:

**1. Lease Subject to Condo Act and Governing Documents.** The Lease is subject to the applicable provisions of the Washington Condominium Act and the Condominium Declaration, Bylaws, Maps and Surveys, together with any and all exhibits, schedules or certificates thereto, and Rules as the same may be amended from time to time (collectively, "Governing Documents"). In the event of any inconsistency between the Lease and the provisions of the Governing Documents, the provisions of the Governing Documents shall prevail.

**2. Use Subject to Governing Documents.** The right of Tenant to use and occupy the Unit shall be subject and subordinate in all respects to the provisions of the Governing Documents.

**3. Acknowledgment of Governing Documents Receipt and Applicability.** By initialing this paragraph in the space provided below, Tenant acknowledges receipt of a copy of the Declaration and Rules, and acknowledges that Tenant is obligated to comply with the Governing Documents. Tenant further acknowledges that Tenant's failure to comply with the terms of the Governing Documents shall constitute a material breach of the Lease. Compliance includes, but is not limited to, refraining from engaging in noxious or offensive activity, picking up after pets, and refraining from storing items outside the Unit without prior Board permission.

Tenant Initials: JW

Tenant Initials: TW

**4. Use.** Unit Owner and Tenant acknowledge and agree that the Tenant shall use the Unit for single family residential use only, and will not conduct a trade or business in or from any Unit that would violate the single family residential use restrictions set out in Section 9.1 of the Declaration.

**5. Six Month Minimum.** Unit Owner and Tenant agree that, if the Lease to which this Lease Addendum is attached is for an initial term of less than six (6) months, this Lease Addendum operates to increase the initial term of the Lease to six (6) months, pursuant to Section 9.17.1 of the Declaration.

**6. Payment of Fees and Assessments.** Unit Owner and Tenant acknowledge that it is the responsibility of the Unit Owner to pay all Condominium fees and assessments assessed or charged against the

Unit in accordance with the Condominium legal documents. Section 9.17.4 of the Declaration provides as follows:

**Rent to Association.** If a Unit or portion of a Unit is leased by its Owner, the Board may, upon written notice to such Owner and its tenant, collect, and if it exercises its right to do so the tenant or tenants shall pay to the Board, so much of the rent for such Unit as is required to pay any amounts due the Association hereunder, plus interest and costs if the same are in default over sixty (60) days. The tenant shall not have the right to question payment over to the Board, and such payment will discharge the tenant's duty of payment to the Owner for rent, to the extent such rent is paid to the Association, but will not discharge the liability of the Owner or purchaser and the Unit under this Declaration for assessments and charges, or operate as an approval of the lease. The Board shall not exercise this power where a receiver has been appointed with respect to the Unit or its Owner; nor in derogation of any rights which a Mortgagee of such Unit may have with respect to such rents. Other than as stated in this Section, there is no restriction on the right of any Unit Owner to lease its Unit.

The Unit Owner and Tenant therefore agree that, in the event the Unit Owner is more than sixty (60) days delinquent in payment of assessments or other costs to the Association, then Tenant shall be obligated by Section 9.17.4 of the Declaration and by this Addendum to the Lease to pay its rent to the Association, which shall apply amounts received from Tenant against those amounts due to the Association from Unit Owner. Unit Owner agrees that Unit Owner will not interfere with Tenant's performance of Tenant's obligation under Section 9.17.4 of the Declaration to pay rent over to the Association. Tenant shall have a right to rely upon Unit Owner's agreement not to interfere with Tenant's performance of Tenant's obligation under Section 9.17.4 of the Declaration. A demand by Unit Owner upon Tenant that Tenant pay to Landlord an amount Tenant has paid, or is required to pay, to the Association pursuant to Section 9.17.4 of the Declaration, shall constitute a material breach of the Lease by Unit Owner.

**7. Contact Information.** Unit Owner acknowledges that Unit Owner is required to provide the Association with Unit Owner's current mailing address, and agrees to notify the Association of any change of Unit Owner's address. Unit Owner further agrees to provide the Association with the name, mailing address, and telephone number (optional: email address) of each person occupying the Unit under any Lease.

**8. Right to Enter.** Unit Owner and Tenant acknowledge and agree that, pursuant to the Declaration, the Board of Directors and/or the Managing Agent of the Condominium Association and/or their employees and agents, have a right of access to the Unit in the event of emergencies, and to effect repairs and other work which the Board deems necessary in the performance of its duties. Reasonable notice of entry will be given in advance to Tenant provided, however, that in case of emergency, as determined by the Board of Directors or an officer of the Association or the Managing Agent (or its employees or agents) in his/its/their sole discretion, the right of entry will be immediate, whether Tenant is present at the time or not.

**9. Tenant Conduct.** Unit Owner acknowledges and agrees that, pursuant to Section 12.10 of the Declaration, Unit Owner is responsible for the conduct of its Tenant, and that Unit Owner is liable to the Association for damage and expenses the Association incurs as a result of misconduct by Tenant. Unit Owner and Tenant acknowledge that the charges for repair or replacement of any damage to the Condominium caused by



Tenant misconduct in excess of any Association insurance proceeds shall be specially assessed to the Unit and will be both a personal obligation for both the Unit Owner and Tenant and a lien on the Unit.

**10. Compliance With Laws.** Unit Owner and Tenant acknowledge and agree to comply with all Federal, State and local laws, including but not limited to those addressing the cleanliness, use, occupancy and preservation of the Unit and Condominium premises.

**11. Insurance.** Tenant agrees to obtain and maintain renters' Insurance throughout the duration of the Lease and to provide a copy of the policy to Unit Owner. Upon request a Unit Owner agrees to provide a copy of the renter's insurance policy to the Association for its records.

**12. Copies.** Unit Owner agrees to provide the Association with a signed copy of the Lease and this Lease Addendum for its records.

**13. Severability.** It is the intention of the parties hereto that the provisions of this Lease Addendum are severable from the Lease and from each other so that if any provision is invalid or void under any law or ordinance, the remainder shall be unaffected thereby.

**IN WITNESS WHEREOF,** the Unit Owner and Tenant(s) have executed this Addendum to Lease effective on the day and year first above written.

Unit Owner:



Tenant 1:



Signature

James Westbrook

Printed Name

Tenant 2:

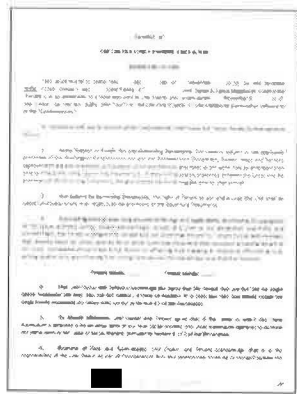


Signature

Tanya Westbrook

Printed Name





# HOA Addendum & Page 24 of Lease

Adobe Sign Document History

11/09/2018

Created: 11/08/2018

By:

Status: Signed

Transaction ID:

## "HOA Addendum & Page 24 of Lease" History



Document created by [REDACTED]

11/08/2018 - 3:38:44 PM PST - [REDACTED]



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11/08/2018 - 3:40:43 PM PST



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11/08/2018 - 3:40:43 PM PST



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11/14/2018

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11/14/2018 - 1:51:00 PM PST



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## SECOND LEASE EXTENSION AGREEMENT

This Lease Extension Agreement, dated for reference June 9, 2020, extends and amends the existing Residential Lease Agreement between Landlord [REDACTED] and Tenants James A. Westbrook & Tanya A. Westbrook regarding the Premises identified as [REDACTED] (the "Lease"), and the Lease Extension Agreement dated April 28, 2020. All capitalized terms in this Second Lease Extension Agreement have the same meaning as the Lease unless otherwise specified.

1. The Term of the Lease is hereby extended to March 31, 2021.
2. Effective July 1, 2020, the Rent shall be [REDACTED] per month plus [REDACTED] per month for two parking spaces [REDACTED].
3. Unless the Term is further extended by the Parties by written agreement, the Lease shall expire at the end of the Term stated above, Tenant shall vacate the Premises without further notice, the Lease shall not convert to a month-to-month tenancy, and all existing provisions of the Lease regarding expiration shall apply.
4. Effective July 1, 2020, this Second Lease Extension Agreement shall supersede and replace the April 28, 2020 Lease Extension Agreement in its entirety.
5. Except as expressly modified above, all of the terms, covenants and conditions of the Lease shall remain in full force and effect.
6. This Second Lease Extension Agreement may be executed and transmitted electronically and/or in counterparts, which, taken together, shall constitute a single integrated agreement.

### LANDLORD:

By: [REDACTED]

### TENANT:

  
James A. Westbrook

  
Tanya A. Westbrook